

The Solicitors' Journal.

LONDON, MAY 6, 1882.

CURRENT TOPICS.

WE REGRET to learn that the illness from which Lord Justice BAGGALLAY is suffering at present confines him to his bed, but it is hoped that he will be able to resume his seat in the Court of Appeal in the course of a few days.

A SET OF RULES for the government of the Central Office of the Supreme Court has just been settled by the Practice Masters and will be found in another column. Such a code of office practice has long been wanted, and it will probably be found that not only will it assist solicitors and their clerks, but it will save the masters much time now taken up in answering questions on office practice and regulations. It will, moreover, help to make the practice throughout the Central Office absolutely uniform, and will set at rest many doubtful and difficult questions frequently arising. It should be observed that there is little or nothing new in these rules, which are founded either on existing general orders of one or other of the Divisions of the High Court, or on old and well-established practice, as varied by the Orders of the Supreme Court of April, 1880.

THE STATE OF BUSINESS in the Chancery Division has probably given rise to the rumour of the intended appointment of a new judge, to which we referred last week. Causes have recently accumulated with even unwonted rapidity, and the interlocutory business has also largely increased. Mr. Justice NORTH, sitting for Mr. Justice CHITTY, has been able, during the whole of this week, to take nothing but interlocutory matters. A heavy cause has blocked the court of Mr. Justice FRY, and it is understood that other lengthy causes are about to come on. Meantime many causes with witnesses which are ready to be heard, and have already been in the paper, have been postponed, and witnesses who had been summoned from long distances have been sent back. In one of these causes a number of witnesses have been summoned three times, at an expense of at least £50 each time. We have always been reluctant to urge additions to the judicial bench in order to meet temporary emergencies, but we imagine that the Whitsuntide cause-paper of the Chancery Division will show, when taken in connection with the cause-papers for recent sittings, that there is a steady and rapid increase of business which calls for some addition to the judicial strength of that Division.

THE QUIANT SPECTACLE of an election of a registrar of deeds, accompanied by all the circumstances of canvassing, conveyances, special trains, and general commotion accompanying a hotly contested county parliamentary election, has just been witnessed at Beverley. Under 6 Anne, c. 35, the election of the registrar of the East Riding Registry is to be made by all the freeholders within the East Riding and the town of Hull, of the yearly value of £100, and is to be "performed by balloting" of a very peculiar kind. Any five of the justices of the East Riding, appointed by the major part of the justices, are to be "scrutators of the ballot," and are to "meet on the day and place of election, and there, in the presence of the electors, shall place one or more glass vessels to be provided for that purpose, into which each elector present shall put one open paper, containing the name of such person as he approves of to be registrar." The vacancy in the registrar-

ship caused by the death of Mr. JOHN MAISTER, who was elected in 1946, after a two days' polling, was on the present occasion contested by three candidates. The canvass is stated to have extended over three months, and the contest between two of the candidates was very close, the successful candidate being elected by a majority of only thirty-four. The registrar is paid by fees, and has to enter into a recognizance with two sureties "of the penalty of £2,000," for the "true and faithful performance of his duty in the execution of his office."

PRACTITIONERS who may happen to have charge of an action for libel will do well to study the case of *Scott v. Sampson* (reported in this week's WEEKLY REPORTER, also in L. R. 8 Q. B. D. 491). It was there held by MATHEW and CAVE, J.J., that in an action for libel neither evidence of rumours before publication that the plaintiff had committed the offences charged in it, nor evidence of particular facts tending to show the misconduct of the plaintiff, can be admitted in reduction of damages, but that evidence of the general bad reputation of the plaintiff is admissible. The importance of the judgments consists in the fact that hitherto the law had to be gathered from a number of scantily reported, and often contradictory, rulings at *Nisi Prius*, of which *Leicester v. Warren* (2 Camp. 251) is perhaps the best known, whereas the recent decision (see the judgment of CAVE, J.) extracts the principles from these rulings, and lays down the law in the three categorical propositions above stated, so that a Court of Appeal, if the decision should in future come up for review, will have comparatively easy work to do. We think that the decision will be accepted as good law. It arose, it will be remembered, from the action in which a theatrical critic sued the editor of a newspaper for a libel, alleging that he had endeavoured to extort money by threatening to publish defamatory matter concerning a deceased actress. The defendant had attempted to give evidence of rumours of similar endeavours, and of previous acts "which were said to have been of a discreditable character," as that he had after a quarrel with a particular actor written for a newspaper a false and dishonest criticism of that actor's acting, "for the purpose of gratifying his spite against that gentleman." But Lord COLERIDGE, C.J., rejected both kinds of evidence, and it is this rejection which has been supported. *Leicester v. Warren* appears to be distinctly overruled, but it is pointed out that "Sir JAMES MANSFIELD in that case expressed his own dissatisfaction with the arguments adduced in support of the admissibility of the evidence, but yielded to three cases which were cited before him," and are shown not to have been in point, because merely supporting the proposition that evidence of general bad reputation is admissible. "To deny this would," as is cited from Starkie on Evidence, "be to decide that a man of the worst character is entitled to the same measure of damages with one of unblemished reputation. A reputed thief would be placed on the same footing with the most honourable merchant. . . . To enable the jury to estimate the probable quantum of injury sustained, a knowledge of the party's previous character is not only material, but seems to be absolutely essential." Far otherwise is it with evidence of rumours and particular acts. Of such evidence it is well observed by CAVE, J., that "to admit evidence of rumour is to give anyone . . . an opportunity of spreading, through the means of the publicity attending judicial proceedings, what he may have picked up from the most disreputable sources," while evidence of particular acts of misconduct "at the most tends to prove, not that the plaintiff has not, but that he ought not to have, a good reputation," and in effect "throws upon the plaintiff the difficulty of showing an uniform propriety of conduct during his whole life."

THE DISTRESS AMENDMENT BILL of Sir HENRY HOLLAND, which reached the stage of committee this week, is a measure which seems to stand a fair chance of passing. Mainly it applies to agricultural tenancies only, but the last clause, which provides that "no arrears of rent shall be recovered by any distress but within two years after the same shall have become due," is a general one. With regard to agricultural tenancies of any extent, the Bill proposes to exempt live stock on the premises for agistment, male stock used for breeding purposes, and machinery, if they are "the *bond fide* property of a person other than the tenant." In the case of the live stock not used for breeding, the exemption is not to attach unless the owner has given to the landlord notice in writing, within four days, of the contract of agistment. In the case of live stock of either kind, the landlord may, "from time to time, by notice in writing to the owner of the live stock, stating the amount of rent in arrear, . . . require such owner of live stock, within four days after the delivery of the notice, to pay to such landlord or his agent the said amount, or to remove his live stock from the premises within the said four days"; and the Bill proceeds to provide that, "if within such period the arrears be not paid by the said owner, or his live stock removed from the said premises, the said stock shall not be entitled to exemption." By subsequent clauses the amount paid by the owner is recoverable by him from the tenant, and may be set off against a sum due by him to the tenant for agistment, and the removal of the stock in pursuance of the landlord's notice determines the owner's agreement with the tenant. If a distress be proceeded with in disregard of the exemptions, the owner may proceed against the party levying it, or causing it to be levied, before justices of the peace for a "summary order for restoration of the live stock seized, or for payment of the real value thereof," but any party who thinks himself aggrieved by any order of justices is to have an appeal to quarter sessions. The Bill, so far as it extends the idea of the Lodgers' Goods Protection Act, 1871, and the Railway Rolling Stock Protection Act, 1872, seems to be unobjectionable in principle, and we fail to see why the same principle should not be extended to all kinds of tenancies, and to the goods of third persons of whatever kind.

THE QUESTION how far the liability of a carrier of passengers has been extended by two recent decisions, and the bearing of the doctrines enunciated in them on a certain notorious channel passage, was mooted by a leading journal a few days ago. The old rule acted on in *Hadley v. Baxendale* (9 Ex. 341), and *Hamlin v. Great Northern Railway Company* (1 H. & N. 408), seems to have been considerably altered by the enlarged sympathy for suffering shown by the Court of Appeal in *Macmahon v. Field* (L. R. 7 Q. B. D. 591), on which we recently commented. Looking at that case in connection with *Hobbs v. London and South-Western Railway Company* (L. R. 10 Q. B. 111), the question whether the colds caught, the suffering endured, and the engagements missed in consequence of that wearisome tossing, would now be held to be "natural results," anticipated by both parties, seems a matter of uncertainty. It may be found that in the particular voyage alluded to the conditions attached to the contract of carriage exonerate the railway company from the consequences of such a delay. And the mere fact that a royal personage was crossing, might possibly be held to relieve the company, if the delay could be attributed solely to the disarrangement of traffic consequent thereupon. Lord Justice JAMES, in the Court of Appeal, once said that a "railway company must be at liberty to accept any traffic brought to it—a special train for the Queen, or a royal visitor—although it thereby disabled itself later in the day from keeping the times mentioned in its time tables." And the interference of the Government with the management of the company, and the exigencies of the case, might not impossibly be held to excuse them. In cases of ordinary accident and delay, the law seems to press hardly on the shoulders of railway companies, broad though they be; but this stringency, in the same manner as the strange perverseness of juries, tends to render the traffic services, in general, wonderfully effective.

IT WILL BE SEEN from the report which will be found in

another column that the curious decision of Mr. Justice CHITTY in *In re Angove* has been reversed by the Court of Appeal. A solicitor delivered to his client a bill of costs, and on the next day delivered to him a cash account, showing a balance to the credit of the client, after deducting the amount of the bill of costs, of £1 18s. 1d. The client, six months afterwards, called at the solicitor's office and asked for payment of the balance due to him, which he said was £1 16s. The solicitor, taking the client's word for the amount, and not referring to his papers, gave him a cheque for that amount. The client afterwards obtained the common order to tax the solicitor's bill, and Mr. Justice CHITTY refused to discharge the order, on the ground that, "in point of law, a payment of £1 16s. was not a payment of £1 18s. 1d." The question was obviously not whether the balance due to the client had been paid, but whether the solicitor's bill had been paid by the client. The demand by the client of the balance he supposed to be due to him on the account showed that he accepted the account, setting off the bill of costs against the amount due to the client; and this would clearly be a good payment of the bill.

NO LESS THAN THREE QUESTIONS were asked in the House of Commons on Monday night in relation to the railway passenger duty and the exemptions therefrom. Mr. GLADSTONE, in his separate answers to the querists, held out no prospect of amending legislation. We cannot but think that this is much to be deplored. It is material to point out in connection with the subject that the Select Committee of 1876 reported that "the Inland Revenue have felt bound to make arrangements with the railway companies, based on different plans, and known as the ticket, mileage-fraction, and percentage systems (which are all entirely outside the law), as a temporary means of doing justice to the railway companies, and at the same time protecting the interests of the revenue;" and added, "that without imputing any blame to the officers of the Board of Trade or Inland Revenue, who appeared only to have acted for the best, . . . the committee could not but regard a state of affairs in which they were forced to countenance a departure from the law as decided by the House of Lords, as in the highest degree unsatisfactory." Nor should it be forgotten that certain arrears of duty amounting, in 1866, to from two to four millions sterling, though practically condoned, have never been legally remitted, so that the companies are still legally liable to pay the whole of this very large amount.

A WAY OUT OF THE MORTMAIN ACT.

THE mode of evading the provisions of 9 Geo. 2, c. 36, pointed out by *Wallgrave v. Tebbis* (2 K. & J. 313); *Tee v. Ferris* (10., 357), and other cases, is attended with these disadvantages—that the testator must trust entirely to the honour of the persons to whom he devises the property absolutely, and that no communication of the charitable intentions of the testator must have been made to the devisees during his life, or at all events there must have been no express or implied undertaking by them to carry them out (*Robotham v. Dunnnett*, L. R. 8 Ch. D. 430). A much better mode of accomplishing the objects of persons who desire to make gifts to charities to take effect after their death, without regard to the question how far their property may then consist of pure personalty, appears to have been opened up by the recent decision of the Court of Appeal in *In re Robson, Emley v. Davidson* (30 W. R. 257).

In this case R., the owner of property amounting to about £20,000, and consisting as to about half of pure personalty, and as to the remainder of money on mortgage of leaseholds, resorted to this device. He executed a deed whereby he covenanted to pay £20,000 to trustees, at or before twelve months from the date, upon trust to pay the income thereof to his wife and to himself successively for life, and after the death of the survivor upon such trusts as his wife should by will or codicil appoint. The wife, on the same day, executed a will whereby, in exercise of the power, she appointed the £20,000 to the same trustees, upon trust (after payment of certain legacies) to pay the residue to such persons and for such purposes as she should by deed poll direct; and by a

deed poll, also executed the same day, she directed the same trustees to pay the residue of the £20,000 to certain persons to be elected as charity trustees according to a certain scheme, and for certain charitable purposes set out in the deed poll. The covenantor retained the deed of covenant in his hands, and the £20,000 was not paid during his lifetime. In an action for the administration of his estate, his next of kin contended that the provisions made by the deed poll were void, as being contrary to the provisions of the Act, and also that the charitable provisions made by the will of the wife and the deed poll were void under the same statute as to so much of the £20,000 as ought to be raised out of the testator's personalty savouring of realty. The Court of Appeal, however, held that the covenant, will, and deed were not void as constituting together a scheme to evade the Act, and that, as the £20,000 was a debt due to the trustees which might have been enforced under the covenant in R.'s lifetime, it was, though ultimately devoted to charitable purposes, enforceable against his estate whether consisting of pure or impure personalty.

The grounds of the decision were stated as follows by the Master of the Rolls:—"Though the deed seems to have remained in the covenantor's possession, he was liable to pay this money within twelve months; and, if he had paid it, it would have been invested in consols, in which case, of course, the present question could not have arisen. It was, no doubt, a debt created without value; but still it was a debt, and, as the law now stands, a debt for all purposes. If he had become bankrupt, the debt would have ranked for a dividend; and if he had died insolvent, it would have ranked for a dividend; therefore, to all intents and purposes, it is a debt. It is a mere accident that by our law a debt can be enforced out of real estate, and in this particular case there is not the slightest reason for believing that there was any intention to avoid the statute. I do not think the man knew anything about the statute, or ever heard of pure or impure personalty, or anything of the sort. The object was of a different kind; it was, no doubt, to establish the charity, but not to avoid the statute. Nothing could have been easier; within twelve months he could have called in the mortgage and paid off the money. There was a present obligation on which he could be sued, and, that being so, it seems to me there is no objection at all to paying that debt out of his assets, real or personal, when he dies, and he did die some long time afterwards, though it happened that the wife died first. When he died it turned out that some part of his assets consisted of impure personalty. Now, let us look at the mischief of the statute. It does not affect a case of this kind; the creditors cannot get real estate in any shape or way, they are only entitled to have the mortgage called in, and to have the mortgaged property turned into money to pay their debts; there is nothing devoted in any shape to land or interest in land, or kept out of the power of alienation, which it was the real object, or one of the real objects, of the statute to keep always in view; and, looking at the nature of the transaction, there is no ground whatever upon which this debt can be refused payment out of the assets."

It would not be very profitable to discuss the question how far this decision is reconcilable with *Jeffries v. Alexander* (8 H. L. Cas. 594). That case was one of great difficulty, and the Court of Appeal were certainly justified by the observations of Lord Kingsdown in his judgment, in saying that one of the grounds of the decision was that the covenant could not have been enforced against the settlor in his lifetime, whereas in the recent case the covenant might have been so enforced. Nor do we propose to consider at length the question whether the settlement of a mere debt for charitable purposes is within the Act. The Act says nothing about debts, and we are not aware of any decision tending to show that the judicial legislators who have expanded the provisions of the Act to such an extraordinary degree, have ever considered that a gift of a mere debt is within its provisions. What we desire to draw attention to is the remarkable change which has occurred in the current of judicial opinion with regard to the attitude to be adopted in construing gifts intended to take effect for the benefit of a charity after the death of the donor, and also the practical results which are likely to flow from the recent decision.

In *Fox v. Lowndes* (23 W. R. 404), a lady covenanted with

trustees to pay a yearly sum during her life for a charitable object, and either by deed or will to secure to be paid to the trustees, within three months after her decease, such sum of money as would suffice to produce in perpetuity a specified yearly sum for the same charitable object. By her will she bequeathed such sum of money as should be deemed sufficient, if invested in Government securities, to produce the annual sum specified in the covenant, without any direction that the sum should be paid out of her pure personal estate. The present Master of the Rolls said that "the money covenanted to be secured, whether it were regarded as a voluntary debt or as a legacy, was payable, not out of the pure personalty of the testatrix, but out of her assets generally. It must, therefore, fall upon realty as well as personalty. If such gifts—for in reality it was a gift, being postponed to debts for value, and not differing from legacies further than in taking priority over them—were held valid, testators would be enabled to give in a roundabout fashion what the law forbade them to give directly. This was the very mischief aimed at by the Mortmain Act." We have only to compare these observations with the extract given above from the judgment of the same learned judge in *In re Robson* to see how altered is the standpoint from which such gifts are viewed. In *Fox v. Lowndes* the Master of the Rolls points out as one of the reasons for deciding against the charitable gift that if it were regarded as a voluntary debt, it was payable, not out of pure personalty, but must fall upon realty as well as personalty. In *In re Robson* the same learned judge said that it was a mere accident that by our law a debt can be enforced out of real estate. The decisions are, of course, not inconsistent, but the observations in the recent case seem to us to indicate a considerable change in the mode of looking at charitable gifts. Still more does the ruling of the court that the three instruments did not form a scheme to evade the provisions of the Act.

The actual mode of disposition decided by the recent case to be valid is cumbrous, and involves the necessity of trusting to another person to appoint to the charitable purposes intended. But the importance of the recent decision lies in the fact that it seems to authorize a much simpler mode of disposition. If a debt which can be enforced against the covenantor during his lifetime is not within the Act of Geo. 2, an easy mode is opened up for the owners of landed property to give what is in effect a charitable legacy. There can be no need for the elaborate machinery of three instruments. All that is required is a covenant to pay a sum to trustees, to be held by them upon trust for the covenantor for life, and after his death upon trust for the charity intended to be benefited. It does not appear from the report of the recent case whether the deed of covenant was executed by, or whether its execution was made known to, the trustees during the life of the covenantor; it would, no doubt, however be desirable that the deed should be executed by the trustees. It is clear, however, from the recent case that it may be retained by the covenantor during his life. If this is done, the trustees being, of course, persons in whom the covenantor has confidence, he may rest assured that no attempt will be made to enforce it during his lifetime, and after his death his charitable intentions will take effect without any deduction or abatement in consequence of the sum given being to be raised partially out of property savouring of realty. It is impossible to suppose that the deed can be held void as being a scheme to evade the mortmain law, for according to the Master of the Rolls the mischief of the Act "does not affect a case where the charitable creditor 'cannot get real estate in any shape or way.'"

At the Central Criminal Court on Wednesday, Mr. Justice Hawkins had occasion to repeat the complaints he had made several times recently as to the slovenly and careless way in which depositions were sent up from the police courts. He remarked that the manner in which they were taken was simply miserable, and magistrates' clerks did not appear to take the slightest care in the matter.

According to *Kemp's Mercantile Gazette* the number of bills of sale published in England and Wales for the week ending April 29 was 1,003. The number in the corresponding week of last year was 961, showing an increase of 42, being a nett increase in 1882, to date, of 68. The number published in Ireland for the same week was 25. The number in the corresponding week of last year was 49, showing a decrease of 24, being a nett decrease, in 1882, to date, of 140.

LIQUIDATION *versus* BANKRUPTCY.

SINCE it is very doubtful whether the present law relating to liquidation by arrangement and composition with creditors is doomed to be repealed this session, the recent case of *Ex parte Horrocks* (*ante*, p. 182) appears to be of considerable importance, as affording a striking illustration of the very unnecessary differences in the regulations and rules which have been made under section 78 of the Bankruptcy Act, 1869, with regard to bankruptcy, and under section 125, sub-section 11, and section 126, paragraph 10, of the same Act, with regard to liquidation and composition. In the case of *Ex parte Horrocks* the Court of Appeal held that rule 288, which relates to liquidation and composition proceedings alone, must be construed in conjunction with rule 285 in cases of proceedings by joint debtors, and that in order to transfer the proceedings in such a case from one court to another, resolutions of not only the joint, but also of each class of the separate, creditors must be passed. It was admitted that those rules do not in any way regulate the procedure in cases of bankruptcy, and therefore that in bankruptcy, where there is no provision at all for meetings of separate creditors to be held, a resolution of the joint creditors alone, under section 80, sub-section 5, would be sufficient to effect a transfer of the proceedings. We are inclined to take exception to the ruling of the court, and to hold with the argument of counsel for the appellant, that rule 285 was intended to refer to *first* meetings alone, and that rule 288 can only derive validity from, and in so far as it is in accordance with, section 80, sub-section 5. That sub-section refers to liquidation equally with bankruptcy by virtue of section 125, sub-section 7, which provides that, "with the modifications hereinafter mentioned" (*viz.*, the exception of the provisions with respect to the close of the bankruptcy, discharge of a bankrupt, release of the trustee, and audit of the accounts by the comptroller—sub-section 9), "all the provisions of this Act shall, so far the same are applicable, apply to the case of a liquidation by arrangement in the same manner as if the word 'bankrupt' included a debtor whose affairs are under liquidation, and the word 'bankruptcy' included liquidation by arrangement." But for sub-section 5 of section 80 the rule would obviously be *ultra vires*, and it is equally clear that the sub-section cannot be superseded by the rule. If, therefore, under that sub-section, in cases of bankruptcy, the joint creditors alone can transfer the proceedings, it would follow that they alone would have the same power in liquidation. Rule 288 read by itself is not in any way inconsistent with this view, and we fail to see any good reason why such a different rule from the one regulating proceedings in bankruptcy should have been laid down in cases of liquidation proceedings. It is highly inconvenient that there should be different rules, and all the arguments of the Master of the Rolls in favour of the rule laid down by the court would be equally as strong in cases of bankruptcy as in liquidation; and, we may add, would be also equally as strong in respect to the appointment of a trustee, and yet (following the practice from the very earliest days of bankruptcy law) the separate creditors have no voice in the appointment of a trustee under a joint adjudication. As was said by the Master of the Rolls, "the rules are not easy to construe," but a judicial interpretation having at length been placed upon them, that interpretation is of course now law, whatever may be the opinion of others as to what was the intention of the Act and Rules.

Bearing the case of *Ex parte Horrocks* in mind, it may be interesting to consider a few more instances of the difference between the respective practices in bankruptcy and liquidation under the Bankruptcy Rules, which have proved constant puzzles to the practitioner and pitfalls for the unwary. The first instance we will take is as to the convening of meetings of creditors subsequent to the appointment of a trustee. Rule 95 relates to bankruptcy only, and is as follows:—"Where a meeting of creditors is summoned by a trustee, it shall be summoned by the trustee transmitting to each creditor at the address given in his proof, or, when he shall not have proved, the address given in the list of creditors by the bankrupt, or such other address as may be known

to the trustee, seven days before the meeting is to be held a notice setting forth the time and place at which it is to be held, and the purpose for which it is summoned." The corresponding rule in liquidation is 304, and is as follows:—"General meetings subsequent to the appointment of a trustee shall be summoned by him by giving seven days' notice by post to each of the creditors *who have proved their debts*, stating the object of the meeting and the business proposed to be transacted thereat." A comparison of the two rules will show that in bankruptcy it is necessary to give all the creditors notice whether they have proved their debts or not, whilst in liquidation only those who have proved need be summoned. Again, in liquidation, rule 305 provides that "a general meeting may, however, at any time be similarly summoned by any creditor with the concurrence, including himself, of one-fourth in value of the creditors who have proved their debts." But there appears to be no such power given to the creditors under a bankruptcy.

A still more important discrepancy appears in the different methods of declaring a dividend by a trustee, as any of our readers will at once see by comparing sections 41 and 42 of the Act, and rules 131 *et seq.*, which apply to bankruptcy, with rules 312 and 314, which relate to liquidation only. In the former case provision is to be made in calculating the dividend for those creditors only who have proved their debts (except in the cases specially provided for by section 42), whilst in liquidation the trustee has to provide for all creditors named in the debtor's statement, whether they have proved or not, unless the claims shall have been previously adjudicated upon.

Again, "reasonable" notice of the intention to declare a dividend in bankruptcy must be sent to every creditor mentioned in the bankrupt's statement of affairs who has not proved his debt, besides being gazetted, whilst in liquidation it is provided only that "seven days" before the declaration of a dividend a notice shall be gazetted. In bankruptcy, too, notice of a dividend having been declared is required to be gazetted, and a copy sent to each creditor who has proved, but nothing of the kind is mentioned in the liquidation rules.

We will only give one more instance of the differences between the two parties. Rule 72 regulates the practice in bankruptcy for the rejection by a trustee of proofs of debt. It is as follows:—"A creditor's trustee, as soon as may be after his appointment, and after the receipt of a proof of debt, shall examine every proof and the grounds of the debt, and, in writing, reject or admit it, in whole or in part, or require further evidence in support thereof, and when he shall admit or reject any claim he shall give notice thereof in writing to the creditor, *stating, in case of rejection, the grounds thereof*." Rule 74 also refers to bankruptcy, and provides:—"Any creditor, dissatisfied with the decision of the trustee in respect of a proof, may, within fourteen days after the receipt of the notice from the trustee, apply to the court to vary or reverse the decision, and the creditor shall give notice to the trustee thereof seven days before the day so fixed." In liquidation the practice is regulated by rule 313, which is as follows:—"Whenever the trustee shall reject the claim or proof of any creditor he shall give notice to such creditor by post in the form given in the schedule, and where the creditor is resident in Europe, the trustee shall be entitled to exclude from dividend any such claimant or creditor whose debt he so rejects unless such creditor shall, within fourteen days from the time at which the trustee's notice should have been delivered to him in the ordinary course of post, apply to the court to admit his proof, and proceed with such application with due diligence. *Where any such creditor is resident beyond the limits of Europe, such length of notice shall be given to him as the court shall order.*" Under this rule a form of rejection by the trustee is given in the schedule (form 126), which contains no statement of the grounds of rejection such as is required by rule 72. So that in liquidation it is not necessary, as it is in bankruptcy, that the trustee should give notice of his grounds of rejection. Again, in liquidation provision is made for the case of creditors resident beyond Europe, who could not possibly apply to the court within the fourteen days allowed by the rule in ordinary cases, but no such provision is made in bankruptcy. And further, in bankruptcy the creditor has to give seven days' notice to the trustee of the day fixed for hearing, whilst no length of

notice is stated in the liquidation rule, the presumption being that the notice need only be a *four days'* one under rule 50.

Many more instances of the useless and puzzling discrepancies between the two practices might be given, but we have quoted enough to illustrate our meaning. We cannot think that these differences in practice were ever designed or intended. It would appear as though the drafting of the rules in bankruptcy and liquidation were given to two different draftsmen, each of whom performed his task without consultation with the other, and in the haste of getting the rules out they were not sufficiently revised so as to correct these glaring inconsistencies. This, of course, is merely a surmise, but it is the only way in which we can account for the discrepancies. If, without troubling the Legislature, the rules had long ago been thoroughly revised, so as to wipe out these anomalies, we think there would have been considerably less complaint to be found with the working of the present law. And the correction of these are not the only amendments in the law of bankruptcy which might be made by rules alone. The whole system of proxies, for example, might be re-modelled upon the basis of the Government proposals by the making of new rules to take the place of rules 85 and 86, as section 80, sub section 8, is, we think, sufficiently wide for that purpose.

REVIEWS.

BUILDING LEASES.

THE LAW RELATING TO BUILDING LEASES AND BUILDING CONTRACTS, THE IMPROVEMENT OF LAND BY, AND THE CONSTRUCTION OF, BUILDINGS. With a full Collection of Precedents, together with the Statutes relating to Building, with Notes and the Latest Cases under the Various Sections, and a Glossary of Architectural and Building Terms. By ALFRED EMDEN, Esq., Barrister-at-Law. Stevens & Haynes.

This is a careful digest of a branch of law which, so far as we know, has not yet been fully treated. The subject, it will be seen, embraces both building leases, contracts to build, and the law relating to the construction of buildings; and the arrangement of the work naturally follows in general these divisions. The first five chapters are chiefly devoted to agreements for building leases and building leases. It might have been more convenient to treat of the persons by whom building leases may be granted, and agreements for such leases entered into, first, but the author has postponed it to his fourth chapter. And the chapter on the form of agreement to build might, we should have thought, have been combined with chapter 6 on "the contract to build." Chapter 6, relating to the contract to build, is followed by chapters on the duties and liabilities of the architect, preliminary drawings, specifications, &c., approval and performance of work, and other matters relating to these subjects, including a useful chapter on "extras." Chapter 16 is devoted to the subject of specific performance of building contracts and agreements for building leases; and chapters 18 to 23 relate to different branches of the subject of the rights and liabilities of the building lessee, so far as they are distinct from his rights and liabilities under the general law of landlord and tenant. With regard to the execution of this part of the work we can speak favourably. The cases have been carefully collected, and, although they are sometimes stated at greater length than we should think necessary, they are, in the instances we have examined, stated with accuracy. We are not quite prepared to state that all the author's deductions from them are the best that could be made; for instance, although he has certainly Lord Blackburn's authority for his statement that in *Lewis v. Hoare* (29 W. R. 357), "all that the plaintiff had to show was that the work had been done so as *morally* to entitle the builder to a certificate," we should have preferred Lord Watson's way of putting the matter, that "if the certificate had been given, it could not have made the houses more complete than they were in fact, and the fact that it was withheld did not render them less so." And in the statement of *Marsden v. Sambell* (28 W. R. 952), at p. 125, we find no reference to Mr. Justice Fry's observations as to the "reasonable time" within which a right to rescind a building contract on the ground of delay must be exercised. These, however, are very small matters. In general we think the digest of the cases has been well and carefully executed. Part 2 contains precedents of contracts to build, of agreements for building leases, of building leases, mortgages, and other forms relating to building matters. It is sufficient to say that the precedents of agreements for building leases follow, in their general structure, the excellent forms in Davidson. The precedents of building contracts seem also to be well framed and complete. We may, however, draw the author's attention to the form of contract adopted by Sir E. Beckett, and contained in a little book published by him. We have known a modification of this form adopted with very satisfactory results. Part 3 of the book contains the statutes relating to building; and is followed by a glossary

of architectural and building terms. The book seems to us a very complete and satisfactory manual, alike for the lawyer as for the architect and builder.

THE CONVEYANCING ACT.

THE CONVEYANCING AND LAW OF PROPERTY ACT, 1881, AND THE VENDOR AND PURCHASER ACT, 1874, WITH NOTES; AND FORMS AND PRECEDENTS ADAPTED FOR USE UNDER THE ACTS; ALSO THE SOLICITORS' REMUNERATION ACT, 1881. By EDWARD PARKER WOLSTENHOLME, Barrister-at-Law, one of the Conveyancing Counsel to the Court; and RICHARD OTTAWAY TURNER, Barrister-at-Law. William Clowes & Sons.

In our review of the first edition of this work we ventured to express some surprise that, though it of course contained many valuable observations, it also contained an unexpectedly large number which seemed open to adverse criticism. Upon the additions which have been made to the notes, we have the same opinion to express—namely, that they contain valuable and instructive observations, but not these alone. We shall notice only the following. At p. 55, in an addition to the note upon section 18, apparently by way of warning against excluding the mortgagor's power of leasing, great stress is laid upon the inconvenience which might result to the mortgagee if he should foreclose and find a common law lessee of the mortgagor in possession. We must beg leave to repeat our opinion that these fears are chimerical. The mortgagor's lessee would not have accepted the lease for love of the mortgagor, but because he liked the tenancy; and he would in most cases be quite willing to continue it under the mortgagee, if the latter did not wish to eject him. But the question does not (as the advocates of section 18 sometimes seem to insinuate) lie between having no power of leasing at all, and giving an unlimited power of leasing to the mortgagor. If the mortgagee has a proper power of leasing, he would not be likely to suffer much inconvenience from the absence of a power of leasing in the mortgagor. And we can easily imagine that consequences much more serious than those depicted by our learned authors might follow from leaving to the mortgagor the absurd power given by section 18, sub-section (1), including, as it does, power to grant building leases for five years at a peppercorn rent. Large additions have been made to the precedents. The eminent position among conveyancers enjoyed by Mr. Wolstenholme makes it a delicate task for less considerable persons to criticize precedents issued under his sanction. We shall only mention a very few points which have occurred to our notice within the range of less than half a dozen pages. That an observation formerly made by us (*supra*, p. 160) upon a form of covenant to keep up fire insurance, in the first edition at p. 128, and now at p. 155, was not ill founded, is shown by the fact that the form is now corrected in accordance with our criticism. At p. 152 there is a form of covenant for payment of interest which begins with these words:—"And also so long as any principal money shall remain due under these presents after the day aforesaid." We submit that the words in italics do not indicate with desirable strictness the day referred to, there being more than one "day aforesaid," notably the day of the deed's date. The next form is as follows:—

"[TO FOLLOW DEMISE OF LEASEHOLDS.]"

"Trust of principal term in mortgage by sub-demise. And [mortgagor] hereby covenants with [mortgagee(s)] that [mortgagor] will henceforth stand possessed of the premises comprised in the said lease for the residue of the term thereby granted in trust for [mortgagee(s)] and to assign and dispose of the same as he [they] or the persons or person entitled to the principal money for the time being due on these presents shall from time to time direct, but subject to the proviso for redemption hereinafter contained."

The common practice in mortgages by sub-demise has hitherto always been to make the trust of the residue of the term, in favour of the mortgagee and his representatives, apply only "after any sale made under the aforesaid power of sale." Messrs. Pridemore and Whitcombe (11th ed., vol. 1, p. 514) adapt this to the Act by saying:—"After any sale of the said premises or any part thereof, under the statutory power of sale." It is seldom that anything is gained by deserting a well-established form without any reason; and we here see nothing in the established form to require such a violent departure from it as is displayed by that of Messrs. Wolstenholme and Turner. We do not see how the phrase, "due on these presents," is better than "due under these presents," appearing in the preceding form; and still less how it is better than "due . . . upon the security of these presents," appearing in the form before that; nor is it usually thought desirable to have in the same page several different phrases, even if they are all equally good, for expressing the same thing.

COMPENSATION.

THE LAW OF COMPENSATION UNDER THE LANDS CLAUSE, RAILWAY CLAUSES CONSOLIDATION ACTS, THE PUBLIC HEALTH ACT, 1875, THE ARTISANS AND LABOURERS' DWELLINGS IMPROVEMENT ACT, 1875, AND OTHER ACTS, WITH A FULL COLLECTION OF FORMS AND PRECEDENTS. By EYAS LLOYD, Barrister-at-Law. Fifth Edition. Stevens & Haynes.

The profession has sufficiently indicated the estimation in which this work is held, and it is perhaps superfluous to add anything to the praise we have bestowed on former editions of this work as a useful treatise on a branch of law of considerable importance and difficulty, but we may say, as the result of our investigation of the present edition, that we think the author is justified in his statement that great care and attention have been expended in its preparation. Defects in the statement of, and in references to, cases have been corrected, and the recent decisions have been diligently collected and, in general, very accurately stated; we may point out, however, that the important fact that the married woman was entitled *absolutely* for her separate use has apparently been dropped out of the statement on p. 10 of the effect of *Peters v. Lewes, &c., Railway Company* (29 W. R. 874). The work is eminently a practical one, and is of great value to practitioners who have to deal with compensation cases.

CORRESPONDENCE.

PRIDEAUX'S CONVEYANCING.

[To the Editor of the Solicitors' Journal.]

Sir,—We have read your review of the new edition of this work, and have noted a few points made by the writer in the way of adverse criticism, with respect to which we should be glad to be allowed a few words in reply. The points are as follow:—

- (1) That we make a trustee give an undertaking for safe custody of deeds.
- (2) That in precedents of mortgage deeds we do not negative the leasing power conferred by section 18 of the Act.
- (3) That in a mortgage containing a provision for continuing the loan for a fixed period, and in a mortgage to secure an existing debt and future advances, we do not insert any express provision as to when the mortgage money is to be considered to have become due for the purposes of the statutory power of sale.
- (4) That in one of the precedents we add the words "his heirs and assigns" after the name of the covenantee, although it is unnecessary.
- (5) That in an assignment of letters patent, the vendor is made to assign as beneficial owner and also to enter into express covenants for title, which is surplusage.
- (6) That in a surrender of a lease we make the lessee surrender all his estate.
- (7) That the definition of a conveyance in section 2 may not include a surrender of a lease, in which case express covenants for title would be necessary.
- (8) That in form 3 of mortgage we use the expression "the aforesaid power" when there is no "aforesaid power."
- (9) That it ought to have been explained how an equitable tenant for life is "a person entitled in right of the term" under section 65 of the Act.

We reply as follows:—

- (1) This is done advisedly. Before the Act it was the practice to make a trustee covenant (*inter alia*) for safe custody, subject to the qualification that his liability should continue so long only as he holds the documents. This is the precise effect of an undertaking for safe custody under the Act, and, with much deference to Mr. Wolstenholme, who seems to take a different view, we are unable to see why a trustee's liability since the Act should not be made co-extensive with what it was before.
- (2) We do not agree with your reviewer that the leasing power ought to be negated, as a matter of course, in every case, although there are many cases in which, no doubt, this should be done. Forms for this purpose (though omitted from the first copies of the new edition) will be found in the later ones.
- (3) The time when the mortgage money becomes due clearly appears on the face of the deed in both the cases put.
- (4) The words "his heirs and assigns" might, no doubt, be omitted, but they are not incorrect. The precedent is expressed to be given for the benefit of those who do not wish to adopt the Act in all respects.
- (5) Some surplusage here is admitted.
- (6) The lessee is not in this precedent made to surrender "all his estate, &c." The words "and all other his estate, if any, &c." occur in a subsequent part of the precedent, and their insertion is quite consistent with the omission of the "all the estate" clause at the end of the parcels in the precedents generally.
- (7) It is clear that the term "conveyance" includes a surrender, as the 2nd section provides that "conveyance" shall include any assurance or any dealing with property.
- (8) The "aforesaid power of sale" is a misprint for the "statutory power of sale." The slight mistake is an obvious one and could deceive no one.

(9) The words of the 65th section being "any person beneficially entitled in right of the term," there can be no doubt that an equitable tenant for life is such a person.

FREDERICK PRIDEAUX.
JOHN WHITCOMBE.

Lincoln's-Inn, May 2.

[We reply that (1) Mr. Wolstenholme obviously would not recommend the exclusion of the undertaking for safe custody if he were satisfied that its effect is precisely equivalent to the covenants by trustees formerly adopted, and no one is better able to judge on this matter.

(2) We are glad to find that our correspondents have now remedied the omission of forms for excluding the power of leasing to which we drew attention.

(3) On this point we need only call our correspondents' attention to the opinion of Mr. Wolstenholme, at p. 130 of his first edition and p. 157 of his second edition, where, to the form of agreement for mortgage to continue for a time certain, he appends an express proviso that the principal money shall, for the purposes of the Act, be deemed to become due on the day on which such principal money is covenanted to be paid; and adds in a note, "This clause seems required to prevent any question as to the date when the statutory powers of sale, &c., arise."

(4) If the words "heirs and assigns" might be omitted, then they are surplusage. We did not say they were incorrect, but that their insertion was inconsistent with the rule, followed elsewhere in the precedents, of adopting the Act.

(5) and (6) As our authors frankly confess the surplusage in the precedent we referred to, we also confess that we inadvertently did them an injustice in saying that the lessee is made to surrender "all other the estate," &c. The words do not occur at the end of the parcels, but in the next paragraph. Our correspondents, by the way, omit to explain why the lease is recited in this precedent, instead of the surrender being expressed to be read as an annex to the lease.

(7) Our correspondents do not accurately quote the provision of section 2. That section provides that "conveyance" includes "assurance . . . on a sale, mortgage, demise, or settlement of any property, or on any other dealing with or for any property," not, as our correspondents say, "any assurance or any dealing with property." "Surrender of a lease" is not specified; is it an assurance on a dealing *ejusdem generis* with those specified? The doubt appears to us to be sufficient to call for the insertion of express covenants for right to surrender and further assurance.

(8) We may remind our correspondents that misprints of this kind in a book of precedents are serious matters. The mistake we pointed out does not appear to be calculated to deceive no one.

(9) Our correspondents affirm that an equitable tenant for life is a "person beneficially entitled in right of the term," but they unfortunately omit to give any reasons for their opinion. We have on previous occasions alleged reasons for doubting this opinion.—Ed. S. J.]

CASES OF THE WEEK.

SOLICITOR—POWER TO BIND CLIENT—FRAUD—APPEAL—LEAVE TO WITHDRAW DEFENCE AND PUT IN NEW DEFENCE—ORD. 58, r. 5.—In a case of *Williams v. Preston*, before the Court of Appeal on the 27th ult., a question arose as to the extent of the authority of a solicitor to bind his client. The action was brought to enforce the performance of an alleged agreement by a married woman to give the plaintiff a mortgage or charge upon separate estate belonging to her as security for moneys advanced to her by the plaintiff. The plaintiff, by his statement of claim, alleged that the moneys had been advanced by him on the application of the married woman's solicitor, who was her duly authorized agent for the purpose. The action was defended by the solicitor on behalf of the married woman by her instructions, and he delivered a statement of defence in her name which, in effect, admitted the plaintiff's case. The plaintiff then moved for judgment on the admissions in the pleadings. No one appeared on behalf of the married woman on the hearing of the motion, and judgment was given by Jessel, M.R., upon an affidavit of service of the notice of motion on her declaring the plaintiff entitled to the mortgage which he claimed. This was in June, 1881. In July, 1881, the solicitor absconded. The married woman afterwards appealed from the judgment, and by her notice of appeal she also asked that she might be at liberty to withdraw her statement of defence, and to deliver a fresh defence, and to adduce such evidence against the plaintiff's claim as she might be advised. She filed an affidavit in which she said that the defence which the solicitor had delivered on her behalf was untrue, and that he had delivered it fraudulently, and that she had never authorized him to borrow money from the plaintiff, and had never received the money alleged to have been borrowed, and that she knew nothing about the judgment until after the solicitor had absconded. It was urged on behalf of the plaintiff that, even if the fraud alleged by the defendant had been committed by the solicitor, still she, having employed him as her solicitor in the action, was bound by the admissions which he had made on her behalf, and that her only remedy was by means of an action for damages against him. The court (Lord COLERIDGE, C.J., and LINDLEY and HOLKER, L.J.J.), however, held that they had jurisdiction to grant the application, and that it ought to be granted if the defendant should succeed in proving her

allegations, and they ordered the application to stand over for the attendance of witnesses.—SOLICITORS, *E. J. Lewis; Wolferstan, Acery, & Jennings.*

APPEAL—DISMISSAL FOR DEFAULT OF APPELLANT TO GIVE SECURITY FOR COSTS—FORM OF ORDER.—In a case of *Harris v. Fleming*, before the Court of Appeal on the 3rd inst., a question was raised as to the proper form of order when an appeal is dismissed in consequence of the failure of the appellant to comply within a reasonable time with an order that he should give security for the costs of the appeal. The form given in Seton on Decrees (4th ed., p. 1614) is an absolute dismissal of the appeal, while the form of dismissal of an action in the High Court for default of the plaintiff to give security for costs is (pp. 1541-2) only a dismissal for want of prosecution. In the present case the registrar had drawn up the order dismissing the appeal absolutely in accordance with the form in Seton. The appellant moved to vary the minutes, and it was urged that the form in Seton was wrong, and that the order ought to show that the dismissal of the appeal was, not on the merits, but only for want of prosecution. The appellant, it was said, would be entitled, if he should be able to give the security before the expiration of the time limited by the rules for appealing, to present a fresh appeal, and an order absolutely dismissing the appeal would be an obstacle in the way of his exercising this right. The court (JESSEL, M.R., and LINDLEY and HOLKER, L.JJ.) held that the order was in the right form, and, without absolutely deciding the point, inclined to the opinion that the appellant would not be entitled to bring a fresh appeal.—SOLICITORS, *Clarke, Rawlins, & Clarke.*

SOLICITOR—COSTS—TAXATION—COMMON ORDER—RETENTION OF COSTS AND PAYMENT OF BALANCE TO CLIENT—6 & 7 VICT. c. 73, s. 41.—On the 3rd inst., the Court of Appeal (JESSEL, M.R., and LINDLEY and HOLKER, L.JJ.), reversed the decision of Chitty, J., in a case of *In re Angove* (ante, p. 314). The question was whether the common order to tax a solicitor's bill of costs could be obtained, and this depended on the question whether the bill must be taken to have been paid by the client. On the 30th of May, 1881, the solicitor delivered to the client his bill of costs, amounting to £100 9s. 7d., and on the next day he delivered to the client a cash account, which, after deducting the amount of the bill, showed a balance of £1 18s. 1d. to the credit of the client. On the 24th of November, 1881, the client called at the solicitor's office and requested payment of the balance due to him, which he said was £1 16s. The solicitor did not remember the exact amount, and, being in a hurry, did not look at his papers, but gave the client a cheque for £1 16s. On the 23rd of February, 1882, the client obtained the common order to tax the solicitor's bill. The solicitor applied to discharge this order, on the ground that the receipt by the client of the £1 16s. as the balance of the cash account amounted in law to payment of the solicitor's bill. Chitty, J., refused to discharge the order. He said that in law a payment of £1 16s. was not a payment of £1 18s. 1d. He was of opinion that, if the solicitor intended by the payment which he made to the client to settle finally all accounts between himself and the client, he ought to have drawn the client's attention to this at the time of payment, in order that the client might have an opportunity of having the bill of costs at once taxed, if he wished that this should be done. JESSEL, M.R., said that the only question was whether the bill had been paid. So far as he knew, there was no difference between the payment of a solicitor's bill and the payment of any other bill, such as a tradesman's bill. Did the client assent to and settle the cash account? If he did, this was equivalent to payment of the bill of costs. The client's demand of the balance of the cash account as such, and the acceptance by him of the £1 16s. as such, had the same effect, as showing that he accepted the account, as if the whole balance had been paid to him by the solicitor. If the balance had been £100, and he had said to the solicitor, Pay me half the balance of £100, that would have amounted to an acceptance of the account, and, therefore, to payment of the bill. The bill, therefore, having been paid, the common order to tax could not be obtained. LINDLEY, L.J., said that it did not follow that, because the balance had not been paid to the client, the bill had not been paid by him. If two people met together and settled an account between them, by setting off one bill against another, that would be payment of the bills. It would be a good plea of payment in an action at law. HOLKER, L.J., concurred.—SOLICITORS, *Angove; Emanuel & Simonds.*

HUSBAND AND WIFE—WIFE'S CHOSE IN ACTION—REDUCTION INTO POSSESSION—"PROPERTY"—CREDITORS' DEED—NON-COMMUNICATION—BANKRUPTCY—REPUTED OWNERSHIP—ORDER AND DISPOSITION—TRUST FUND—NOTICE TO TRUSTEES—BANKRUPTCY ACT, 1849, s. 125—STATUTE OF LIMITATIONS—TRUST—CLAIM BY ONE CESTUI QUI TRUST AGAINST ANOTHER.—In a case of *In re Biaggi*, before Fry, J., on the 29th ult., a question arose as to the nature of the interest of a husband in a chose in action of his wife, which he has not reduced into possession—whether that interest is a mere possibility, or whether it will pass by a deed under the description of "property" of the husband. A wife was absolutely entitled, subject to the life estates of her mother and her father, to a share of a trust fund. Her husband executed a deed for the benefit of his creditors, by which he assigned to a trustee a leasehold house and his furniture, and "all other personal estate and interest." Fry, J., held that the reversionary chose in action of the wife passed by the deed, subject to the condition that it must be reduced into possession by the husband. Subject to the performance of that condition, his lordship was of opinion that the husband's interest in the chose in action was "property," and that it passed by an assignment of "property."

A further question arose whether the creditors' deed had been in any way acted on, or communicated to the creditors, and, whether, therefore, it had any operation at all. There was very little evidence on the point. But Fry, J., held that this was immaterial, on the ground that the assignment was to one of the creditors on trust for sale, and, after paying a debt due to himself, and the

costs of the deed, to divide the proceeds of sale among the creditors rateably, and that this was, in effect, a mortgage to the trustee to secure his debt. In any event the deed would operate for this purpose, and, therefore, Fry, J., held that it must operate entirely. Another question was whether the reversionary interest had passed to the assignee in bankruptcy of the husband, the bankruptcy (which took place under the Bankruptcy Act, 1861) having been subsequent to the execution of the deed, on the ground that it was in the order and disposition of the husband as reputed owner, because no notice had been given by the trustee of the creditors' deed to the trustee of the trust fund. The evidence was not satisfactory on this point. But Fry, J., said that it was the duty of the assignee in the bankruptcy to complete his title to the fund by obtaining, as provided by section 125 of the Bankruptcy Act of 1849, an order from the Court of Bankruptcy for the sale of the wife's interest for the benefit of the creditors under the bankruptcy. No such order had been obtained, and until it had been obtained the assignee could not claim the fund. If he did not succeed in obtaining the order, the trustee under the creditors' deed would have the better title. His lordship gave the assignee six weeks to enable him to obtain the order from the Court of Bankruptcy.

A further question arose as to the Statute of Limitations. For this purpose it is necessary to state the facts more fully. The trust was created by a settlement in 1835, and under it the trust fund was limited on trust to pay the income to a mother during her life, for her separate use, and after her death to pay the income to the father during his life, and after his death the fund was to be divided in equal shares among their five children. In 1849 the fund had been invested, partly in the purchase of some leasehold property, and partly on a mortgage of other leasehold property. In June, 1849, all the persons interested in the fund executed a deed sanctioning this mode of investment, and giving the trustees a power of sale and re-investment. In 1854 one of the daughters was about to marry the bankrupt, and D., one of the trustees of the settlement, agreed to lend her a sum of £300. To secure the repayment of this sum, with interest, a deed was executed by which the father and mother, the daughter (with the assent of her intended husband), and one of her sisters assigned to D. their respective interests in the trust fund by way of mortgage. The deed contained a declaration that, as between the assigning parties, the £300 and the interest thereon should be primarily chargeable on the share in the trust fund of the daughter who was then about to marry. On April 18, 1854, the marriage took place. On April 26, 1861, the creditors' deed was executed. On April 30, 1861, the wife died. On January 23, 1862, the mother died. During her life the interest on the £300 was paid by her, it having been from time to time deducted by D. from her income. In December, 1862, some of the leasehold property on which the trust fund was invested was sold, and out of the proceeds of sale the £300, and all interest then due on it, was paid to the mortgagee, and on December 23, 1862, he assigned the mortgage debt to the trustees of the settlement upon the trusts of the settlement. On June 2, 1863, the adjudication of bankruptcy was made. On March 12, 1877, the father died. During the period of his tenancy for life under the settlement—i.e., from the death of the mother until his own death—he in effect paid the interest on the mortgage debt of £300; or, in other words, no interest on it was paid to him or to the trustees of the settlement, and his income as tenant for life under the settlement was to that extent diminished. In 1879 the trustees of the settlement paid into court the share of the bankrupt's wife in the trust fund, less the £300. The fund in court was claimed by the assignee in the bankruptcy, and by the trustee under the creditors' deed, and a petition was presented by the assignee. The executrix of the father also claimed to be paid out of the fund in court the interest on the £300 which he had paid during his tenancy for life. It was objected that this claim, or the greater part of it, was barred by the Statute of Limitations. Fry, J., said that as one of the trustees of the settlement was a party to the deed of 1854, those trustees must be taken to have had notice of that deed. At any rate they had notice of it by means of the deed of the 23rd of December, 1862. The result was that they became trustees of the share of the bankrupt's wife on the terms of the deed of 1854, and one of those terms was that out of that share whatever should have been paid to the mortgagee by the other assigning parties should be repaid to them. That trust was still subsisting, it had been in no way extinguished. Consequently, the fund which was paid into court was paid in on that trust. The Statute of Limitations did not apply, and the executrix of the father was entitled to be paid out of the fund in court the interest on the £300 which he had paid, in priority to any other claim.—SOLICITORS, *W. W. Aldridge; H. L. Pemberton; O. B. Dawson; F. Woodhouse.*

WILL—CONSTRUCTION—SPECIFIC OR RESIDUARY LEGACY.—On the 3rd inst. the Court of Appeal (JESSEL, M.R., and LINDLEY and HOLKER, L.JJ.) reversed the decision of Fry, J., in a case of *Broadbent v. Burrow* (30 W. R. 483, ante, p. 282). The question was whether a legacy was specific, general, or residuary. A testator bequeathed a number of pecuniary legacies, and then he bequeathed all his personal estate of which he should die possessed, and which should not consist of money or securities for money, to R. absolutely. And he gave and devised all the rest, residue, and remainder of his estate, both real and personal, to trustees upon certain trusts. The personal estate was insufficient for the payment of the pecuniary legacies in full. Fry, J., held that the gift to R. was specific. He said that he accepted the definition of a specific legacy given by Jessel, M.R., in *Bothamley v. Sherron* (23 W. R. 848, L. R. 20 Eq. 304)—viz., that it must be (1) a gift of part of the testator's property itself, and (2) a gift of a part emphatically as distinguished from the whole. Fry, J., said that the gift to R. fulfilled both those conditions. JESSEL, M.R., said that the will was very obscure. There were, however, some principles of law which would enable the court to come to a conclusion as to the proper meaning of the words which the testator had used, though his lordship had not the slightest idea what his real meaning was. It was a curious thing that Fry, J., had considered that he was following *Bothamley v. Sherron*, and had based his decision upon it. The Master

of the Rolls thought that he could not in that case have expressed himself with sufficient clearness, for the meaning which Fry, J., had attributed to his words was diametrically opposed to that which he himself had attributed to them. He had said in *Bothamley v. Sherson* that a specific legacy must be a bequest of part of the testator's property, and a bequest of a part emphatically as distinguished from the whole. It must not be a gift of the whole of his personal estate, or of the totality of the general residue after having given legacies out of it. He did not think that the gift to R. satisfied the second condition which he there laid down. He had said that it must be a gift of a severed or distinguished part of the testator's property. He intended to say that the whole of a general residue could not be given specifically, although a specific legacy might have been given out of it. A general legacy was not given out of it, and it followed that, if you took something out of it which was not given at all, still it could not be a specific legacy. In the present case the important question (whether the legacy to R. was called specific or not) was, were the general legacies to be paid out of it? The testator had directed his debts to be paid by his executors. What was the legal meaning of that? It amounted to a direction to his executors to pay his debts out of his personal estate. Then there was a gift of pecuniary legacies. That was, in law, a direction to his executors to pay the legacies out of his personal estate. The mere gift of general legacies carried that direction with it. Then came the gift to R., which could not be specific, for it was not a gift of a distinguished part of the personal estate. The only part which was distinguished was that which was excepted out of the gifts. Was there anything to except the general personal estate from its ordinary liability to pay the general pecuniary legacies? It was said that the subsequent gift of residue had that effect. No doubt the word "residue" would carry all the testator's money and securities for money, but would it carry anything else? It would do so by law, but not by the meaning of the testator's words. By the meaning of his words it would carry his money and securities for money, and nothing else. What he was really dealing with by the gift of the rest, residue, and remainder of his personal estate was that which was excepted from the gift to R. Did he mean that the "money and securities for money" was to be the only fund applicable to the payment of the pecuniary legacies? The general law was that, in order to exonerate the general personal estate from the payment of pecuniary legacies, there must be express words, or something necessarily leading to that result. It was the law, not the use of the word "residue," which rendered the property included in the gift of residue liable to pay the legacies, and there was nothing to exonerate the personal estate comprised in the gift to R. from the payment of the legacies, though there was a preference of the "money and securities for money" as the fund for that purpose. Not only was the gift to R. not specific, but R. could only take after payment of the pecuniary legacies, if the "money and securities for money" were not sufficient to pay them. In the course of the argument his lordship expressed his disapproval of the decision of Malins, V.C., in *Pocock v. Riley* (19 W. R. 869, L. R. 12 Eq. 175), which he said had been approved by no one. LINDLEY, L.J., was unable to agree with Fry, J., that the gift to R. was specific. He did not profess to define with accuracy what a specific legacy was. He thought it was sufficient to take as a type, though not as an exhaustive definition, the definition given in Williams on Executors (8th ed., vol. 2, p. 1163), "a bequest of a specified part of a testator's estate which is distinguished from all others of the same kind." It did not follow that, because a legacy might fluctuate, it was not specific. The gift to R. did not answer this definition of a specific legacy. It was a gift of general personal estate, not of a part sufficiently defined. The substantial question was, In what order were the assets to be administered? A number of legacies were given, which, *prima facie*, were to be paid out of the personal estate. *Prima facie* all the legacies must be paid out of the residue, but, if that was not sufficient, they must be paid out of the other personal estate. They could be paid out of nothing else. HOLKER, L.J., concurred.—SOLICITORS, S. Copping; Young, Jones, Roberts, & Hale; Lawford, Waterhouse, & Lawford.

CHARITY—BUILDING REGISTERED AS PLACE OF MEETING FOR RELIGIOUS WORSHIP—CHARITABLE TRUSTS ACT, 1853 (16 & 17 VICT. c. 137), ss. 17, 62—CONSENT OF CHARITY COMMISSIONERS.—In a case of *Glen v. Gregg*, before Kay, J., on the 28th and 29th ult., the question arose as to the necessity of the consent of the Charity Commissioners to an action under the following circumstances:—The action was brought by some of the trustees of a deed, whereby land was conveyed upon trusts for a church for service according to the principles of the Reformed Episcopal Church, as stated in a declaration of their creed made at a general council of their body. The defendants were the minister of the church, who, it was stated, had seceded from the general body, and started a sect of his own, and the remaining trustees. The relief asked was an injunction to restrain the minister from performing service in the church, and to restrain the defendant trustees from allowing him to do so, and, so far as was necessary, administration of the trusts of the deed. The counsel for the defendants took the preliminary objection that the consent of the Charity Commissioners to this action had not been obtained. KAY, J., said that this, being an action for administration, and a declaration that, according to the trusts of a deed, the minister had no right to hold his office, was within section 17 of the Charitable Trusts Act, 1853, which requires the consent of the Charity Commissioners to a proceeding being commenced relating to a charity, or the estate or property thereof. He, therefore, ordered the action to stand over for their consent to be obtained.—SOLICITORS, A. D. Smith & Wood; Young & Sons.

PRACTICE—PARTIES TO AN ACTION—ALTERATION OF PARTIES—PROPOSED NEW PARTY RESIDENT OUTSIDE JURISDICTION—EX PARTE APPLICATION—RULES OF COURT, 1873, ORD. 50, R. 4.—In the case of *Jameson v. Marshall*, before North, J., sitting for Chitty, J., on the 28th ult., an *ex parte* motion

was made under Rules of Court, 1875, ord. 50, r. 4, for the continuation of an action between the original parties thereto and the executor of the will of a deceased accounting party. It was stated that the proposed new party was resident in Ireland, and had proved the will in Dublin, and that under these circumstances a petition of course had been presented at the Rolls, but the secretary had declined to make the order. NORTH, J., said that he saw no difficulty in making the order asked for, but required an affidavit to be filed, showing the circumstances under which the order was applied for, and gave leave for service of the order in Ireland.—SOLICITORS, Grover & Humphreys.

SOLICITORS' CASES.

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

(Sittings *in Banc* before Lord COLERIDGE, C.J., and GROVE, J.)April 29.—*Ex parte the Incorporated Law Society, Re A Surgeon.*

Willis, Q.C. (with whom was Murray), moved the court for a rule nisi calling upon the medical man in question to show cause why an attachment should not issue against him for contempt of court in having, though an unqualified person, issued a writ and taken other steps in an action of *Roberts v. Smith*. Roberts, a working man, had been employed by Smith to do some repairs to some shutters, and while so employed he had sustained personal injuries which, as he alleged, had been due to the carelessness of a third person, who was in the service of Smith. Roberts had been attended by the person against whom the present application was made, and who was stated to carry on business as a chemist at one place and practice as a surgeon at another. The latter had induced a solicitor with whom he was acquainted to make an application to Smith on Roberts's behalf for some compensation. The solicitor appeared to have heard nothing more of the matter for some weeks, during which, however, a writ had been issued in his name, and several letters purporting to have been written by him sent to the solicitors acting for Smith, which were dated some from one place and some from another. The solicitor, hearing of this by a mere accident, at once explained the matter to the solicitors acting for Smith, and they took out a summons to stay further proceedings in the action, on the ground that the name of the solicitor supposed to be acting for Roberts had been used in the writ, &c., without his authority. At the hearing of that summons an affidavit sworn by the person against whom the present application was made was used, in which it was stated that in accordance with an arrangement made between himself (the deponent) and the solicitor, the name of the latter had been painted up at one of his (deponent's) places of business. It was sought to make out that in this way the use by him of the name of the solicitor had not been unauthorized; but the latter stated that he had caused his name to be painted out there at once, and that the writ in the action had been issued without his knowledge.

The Court granted the application.—*Times*.

NEW ORDERS, &c.

CENTRAL OFFICE.

OFFICE RULES SETTLED BY THE PRACTICE MASTERS, 1880, 1881, 1882.

Documents to be filed in the Writ and Appearance and Summons and Order Departments.

Originating summonses issued from Chancery Chambers.

Petitions of right.

Affidavits of service.

Lower scale certificates (Chancery).

Schemes of arrangement under Railway Abandonment Act.

Pleadings left on entering judgment (order xli. rule 1).

Pleadings and other documents filed under order xix. rule 6, in default of appearance.

Writs and returns to writs, orders, &c.

All documents required by rules or orders of court to be filed, such as warrants of attorney, and cognovits on signing judgments (rule 25, of Hilary, 1853), orders for assessment of damages and masters findings thereon (rule 171, of Hilary, 1853), also satisfaction pieces and orders to satisfy, strike out, or amend any judgment or proceeding, or directing any act to be done in the office (except Chancery orders and orders of court in Queen's Bench Division). [A copy of the order marked that the original was produced may be taken at the discretion of the officer in cases in which the original is required to be retained by the parties.]

All pleadings to be entered in the cause-books are to be opened and stamped on the day of filing, with the date seal at the top of the front page, and returned to the General Filing Department on Monday morning in each week.

Copies writs filed.

Præcipes for writs of execution.

Præcipes for subpoenas and miscellaneous writs.

Appearances.

Lower scale certificates.

Certificate of costs.

All these should be sent to the General Filing Department when more than a year old.

Orders of commitment and returns thereto may be filed and indexed in the writ, &c., department in the same way as (and with) writs of execution.

Cause Book, Distinctive Marks, and Indexes.

Actions and matters in the title of which a limited company is first must be indexed under the first letter of the first word or initial.

Courtesy titles of eldest sons of Peers are not to govern the distinctive mark which is to follow the surname, viz., "Campbell" and not "Marquis of Lorne."

In cases, such as Mayor and Corporation of, &c., the initial letter of the city or borough should govern the distinctive mark.

Owners of ships by name of ship.

Overseers of parishes by names of parish.

Names in which "de" occurs as part of the surname, or is preceded only by Christian names, should be indexed under "D."

Foreign companies should be indexed under the initial letter of the first word in their name, e.g., Banco de Lima under "B," Société d'Aclimatation, "S."

Foreign titles should be indexed under the initial letter of the proper or local name in the title, e.g., Comte de Paris under "P," Duc de Montebello under "M."

The Christian and surnames of all parties to an action should be entered in full in the cause book.

Parties are not to be allowed to see the cause book unless by express leave obtained from a master or an order by a judge.

All searches in the cause book for writs of summons or otherwise are to be made by the clerks in the Central Office, and the result communicated to the party applying.

When a certificate is given, and no inspection of a præcipe is required, only one fee of 1s. is to be taken (or 4s. if higher scale).

A separate index is to be kept of writs in administration actions and of administration summonses, which index the public may search without fee.

Separate books are to be kept for entering returns to writs of execution, index to lower scale certificates in Chancery matters not actions, and return books and debt attachment book.

No other books to be kept for entries except the cause books (and desk book for facilitating reference). The judgment books may be kept in the cause book room with the cause books, or in a separate room.

Writs of Summons, Appearances, and Amendments.

Copies of writs of summons should be signed with the name of the solicitor or solicitors' clerks suing them out as under:—

C.D. and Co.

or A.B.

for C.D. and Co.

The stamp is to be on the copy writ filed.

In the Chancery Division an order of course to amend a writ of summons as the plaintiff may be advised will not justify an alteration that strikes out the name of any plaintiff or defendant, or makes a person out of the jurisdiction a party.

In all the divisions an amendment of a writ of summons may be made by leave of a master (on payment of fee) before service. A plaintiff can be struck out only by special leave given in the order to amend; a defendant, by special leave, or on the written statement (to be filed) of the plaintiff's solicitors that a notice of discontinuance under order xxiii. has been duly given.

In Chancery actions an amendment to a writ of summons pursuant to an order of court or judge, may be made either on an undertaking to get the order drawn up, or on a separate memorandum or certificate being left for filing, signed or initialed by the judge or registrar, showing the order to have been made.

In an information, where there is no relator, the Attorney-General's signature on the writ is not required; but where there is a relator (whether a person or body corporate) the original writ (not the copy filed) must be signed by the Attorney-General, and if any amendment be made, it must be authorized by his signature on the original writ or draft.

In entering appearances a note should be made in the cause books "Statement of claim required" or "Statement of claim not required," and in cases where the action is for recovery of land, and the defence is limited, a further note to that effect should be added.

If no time is specified in an order to amend, the amendment must be made within 14 days.

No writs are to be issued in Probate Division causes unless on a certificate that the affidavit required by order v., rule 10, has been filed.

Where appearances are entered in the Central Office in Probate and Admiralty Division actions, a list or copy of the appearances entered shall each day be addressed and sent to the principal registrars of the Probate and Admiralty Divisions. Such list to be made out at the close of the day by one of the junior clerks in the writ, &c., department.

If a solicitor has caused an appearance to be entered by mistake, the mistake may be rectified with the consent in writing of the solicitor for the plaintiffs, and on the fiat (on the production of such consent) of a practice master to be given on a præcipe with a 2s. 6d. (search) stamp.

A defendant in person may change his address for service (without order to change address) by leave of master, but must forthwith give notice to the other side.

In the case of infants the appearance is accepted without any authority or order; an order being obtained by the defendant's solicitor after the appearance has been entered.

In the case of a married woman, an order to defend separately must be obtained before appearance is entered.

If a writ of summons has been lost the filed copy may, for the purpose of amendment, or for any other purpose, be treated as a duplicate, but only by leave of a practice master, and on the party giving an undertaking to produce the original at the Central Office when found.

Writs of summons issued before the Judicature Acts came into force may be renewed without an order.

A female plaintiff must be described as "spinster," "married woman," or "widow," and if an infant, as an infant.

Where an infant or married woman is plaintiff the authority of the next friend (duly attested) must be filed before the writ of summons can be issued.

Substituted Service. Affidavit of Service.

Unless the order shall otherwise direct, a copy of the order and of the writ shall be deemed to have been served on the day following the day on which a prepaid letter containing such copy shall have been posted.

Subpenas.

Subpenas remain in force only till the end of the sitting or assize for which they were issued. A new writ must afterwards be issued or the former writ may be (at the option of the parties) altered as to date and sitting, or assize, and re-issued as a new writ.

The date of return in the writ and præcipe may, before service, be amended without the direction of a master, and without fee, provided the amended date be within the sitting or assize for which the subpena issued.

A subpena in an interpleader issue should be headed in the title of the original action, and in the title of the interpleader issue, and should be applied for in, and issued out of, the room in which the writ of summons in the original action was issued.

Removal by appearance to London of Actions commenced in District Registries.

A fresh London distinctive mark to be given.

No separate district registry cause book to be kept.

No letter need be sent to the district registrar.

Writs of summons issued out of a district registry cannot be amended by order or fiat of master unless the action has been removed to London by appearance or otherwise.

No writ issued out of a district registry can be amended in the Central Office unless the duplicate filed in the district registry has been previously received in the Central Office.

If it becomes necessary to send to London (for amendment or otherwise) the copy writ filed in the district registry, authority may be given to send the copy writ to the Central Office by sealing a duplicate of the præcipe for appearance, which shall be transmitted to the district registrar by the solicitors concerned.

Distinguish.

When the settlement comprises more than one sum, and the sums are in the shares or securities of different companies, a separate affidavit and notice should be made for each company, and the affidavit should be that the funds comprise "amongst others" the sum of, &c. [specifying the sum in the books of the one company], and a stamp of 10s. will be required for each separate notice.

If there are more sums than one, but all in the books of the Bank of England, or in the books of any one company, one affidavit and notice will be sufficient for all the sums.

In actions not specifically assigned to the Chancery Division by the Judicature Act, 1873, s. 34 (i.e., so called common law actions brought in the Chancery Division), no certificate of lower scale shall be given out till after appearance. In the cause books such actions shall be distinguished by the letters L.S.

When deposited documents, or documents on the file, are ordered to be delivered to a solicitor, on his undertaking to return them, he must sign a receipt and undertaking to return (which may be indorsed on the order), and leave the order and indorsement at the Central Office to be returned to him on his bringing back the documents. The signature of the solicitor must be witnessed by his clerk, or by someone known to the officer delivering out the documents.

Pleadings and Documents filed in Default.

None of these documents will be placed in the bundles containing the writs of summons and pleadings filed on entering judgment, but will be made up into two sets of separate bundles.

The first containing all statements of claim filed in default.

The second containing summonses, warrants to tax, notices, and miscellaneous documents.

All these documents must have the date of filing and the name of the defendant against whom they were filed written on them, and be entered in the cause books under the head of pleadings, such entry to show the date of filing, nature of document, and name of defendant against whom they are filed.

None of these documents will (for the present) be delivered out without an order, but any defendant against whom documents have been filed may, after appearance, inspect the same without fee.

As to filing generally.

In the Chancery Division, judgments, orders, notices of motion for attachment, and other documents requiring personal service, cannot be filed in default of appearance without an order or leave of a master, and no pleadings or other documents can be filed under order xix., rule 6, unless an affidavit of service under order xiii., rules 2 and 9, or an office copy thereof, be first produced to the officer.

Orders and Judgments.

When parties have not drawn up their orders on the day of the hearing

of the summons, the solicitor shall, before having his order issued, take it to the filing office, and having indorsed on the back the words "The affidavits referred to within are on the file," the seal will be affixed to certify that the affidavits are filed. Such certificate will have the same effect as producing the affidavits on drawing the order.

As to county court certificate of result of trial, no fee to be charged for search.

Judgment may be signed on a certificate of "No affidavits filed in answer to interrogatories," or on a certificate of non-payment of money into court without affidavit.

On entering judgments under order xli., rule 1, in actions in the Chancery Division, when drawn up by the chancery registrars, the engrossment of the judgment together with the pleadings to be filed shall be brought to the writ appearance and judgment department, and the officer receiving the same shall make a note in the margin of the engrossment that the pleadings have been filed, and shall authenticate such note with the small seal of the office, and return the engrossment to the solicitor.

The date of the judgment as shown by the engrossment of the order and the date of leaving the pleadings shall be entered in the cause book.

The solicitor on leaving the pleadings must indorse thereon and sign a certificate in the words or to the effect following:—

"I certify that these are all the pleadings required to be left for filing."

When judgment is signed under order xli., rules 4 and 5, on any order, certificate, or other document, such document shall be filed.

Original stamped judgment to be filed and office copy to be delivered out at 6d. a folio. The judgment need not be signed by the solicitor entering it.

If judgment removed from Lord Mayor's Court the fixed cost of removal to be one guinea in all cases.

An allocatur for costs is to be placed on a certificate in the form settled. Judgments are to be numbered consecutively in each alphabetical division in the right-hand corner, and the number entered in the cause book.

In cases where the plaintiff is entitled to a final judgment as to part of his claim, and to an interlocutory judgment as to the remainder, one judgment only is necessary, final as to part and interlocutory as to the rest, and one fee paid.

In the case of cross judgments in the same action where after a trial there is a direction for judgment for plaintiff against some of the defendants, and for some of the defendants against the plaintiff, and also for some of the defendants against the others, the whole direction may be embodied in one judgment, and the different parties may take office copies for use.

Date of filing of pleadings filed on entering judgment and of certificates of costs are to be entered in cause books and on the documents.

As to Costs on Judgments for Default of Appearance.

	£	s.	d.
In town cases	3	14	0
In country and agency cases and cases in which service effected beyond five miles from General Post Office, St. Martin-a-le-Grand	4	6	0
And 6s. in addition for each service beyond one defendant.			
The above allowances include all mileage.			

As to the Costs of Removing Judgments from Inferior Courts for Purposes of Execution.

The order should direct that the party removing the judgment have his costs of and relating to the removal (to be taxed).

As to Common Pleas Judgments between November, 1875, and April, 1880.

Any office copy required may be made from the copy filed in the office and issued as an office copy of the original judgment, unless there shall be some special reason against doing so, in which case the parties shall be referred to a practice master.

As to writs of attachment issued in pursuance of an order for making default in payment of a sum of money made in any case excepted by the 4th section of the Debtors Act, 1869, from the operation of that section, these should have a note stating that the writ does not authorize an imprisonment for any longer period than one year.

NOTE.—All question of practice, sufficiency of affidavits, &c., are to be referred to a practice master, and not to any other master.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The forty-eighth half-yearly general meeting of the members of this association was held at the Incorporated Law Society's Hall, Chancery-lane, London, on Wednesday, the 26th ult.

The following was the report of the directors:—

The board of directors have the pleasure, in obedience to the provisions of the sixteenth rule of the association, of presenting this their (forty-eighth) report of the progress and operations of the association during the past half-year.

Since their report in October last to the general meeting of members at Brighton, sixty-two new members have been added to the association, and the aggregate number enrolled is now 2,662, of whom 997 are life, and 1,665 annual members. Forty-seven of the life members are, in addition, annual subscribers to the association of from one to five guineas each.

The customary balance-sheet for the half-year, as certified by the auditors, is appended to this report.

The board have the pleasure of reporting the receipt of a share of the residue of the personal estate of the late Miss Ellen Reardon (daughter of a deceased solicitor), to which bequest they alluded, for the first time, in their report of April, 1880. The share amounted to £5,351 8s. 8d., and this sum has been invested in £5,048 10s. 5d. Metropolitan Consolidated Three and a Half per Cent Stock.

A sum of £52 3s., which followed the bequest, appears in the accounts, and is a balance of dividends which had accrued after the death of the testatrix and prior to the transfer to this association, less deductions for necessary law charges.

With regard to Miss Reardon's bequest the board desire to mention that, in accordance with the provisions of her will and a declaration of trust which has been executed, the dividends to arise from the trust fund are to be applied in payment of annuities bearing the names of certain members of the testatrix's family.

In addition, the association has received during the past half-year £1,678 3s. 3d., included in which amount was a bequest of £19 19s. under the will of the late Mr. William Coleman Gill, solicitor, of Bath, a member of the association.

The operations of the association during the past half-year will be found set forth in the balance-sheet, from which it will be seen that the board have distributed in grants of assistance a sum of £1,005, of which amounts averaging £48 each were applied in the relief of nine recipients of the primary class of members and their families, and amounts averaging £14 each in the relief of forty recipients of the secondary class of non-members and their families.

The board have invested during the half-year a sum of £499 13s. 9d. in the purchase of £500 Reduced Three per Cents., and the entire capitalized funds of the association are now £9,000 Consols., £6,500 Reduced Three per Cents., £19,000 India Four per Cents., £4,207 London and North-Western Railway Four per Cent. Debenture Stock, £250 London and St. Katharine Docks Four per Cent. Debenture Stock, and £5,048 10s. 5d. Metropolitan Consolidated Three and a Half per Cent. Stock, the whole producing together annual dividends amounting to £1,579 13s.

A balance of £305 18s. remained to the credit of the association, with the Union Bank of London, at the date of the closing of the half-yearly account (February 28 last), and a sum of £15 was in the hands of the secretary.

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LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

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The first lecture will be delivered on Thursday, April 20, 1882, at 3.5 p.m. The subsequent lectures on this subject will be delivered on Tuesdays at 4 p.m., and on Thursdays at 3.5 p.m.

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The undermentioned gentlemen were called to the bar by the Honourable Society of the Middle Temple:—Philip Henry Clifford, M.A., Fellow of Christ's College, Cambridge; Stuart Forster, Trinity College, Cambridge; Martin Luther Rouse, Aberdeen University; William Mitchell; Alfred Crooke, Queen's College, Cambridge, B.A. (holder of a studentship of 100 guineas in Roman law and jurisprudence granted by the Council of Legal Education); Robert Donald Douglas Maclean; Reginald Cantley Saunders (first-class 50 guineas, Middle Temple, Real and Personal Property Scholar in Hilary Term, 1881); Joseph Sydney Merton; Edward George Macleod; Harry Nowell Harvey; Thomas Crossley Rayner, of the University of London; John Dyer; Nasarvanji Framji Bhandara, Edinburgh University, Esqs.

The undermentioned gentlemen were called to the bar by the Honourable Society of Lincoln's-inn:—William Gurney Angus, University of London; John Duthie, University of Aberdeen; George Smith, LL.B., Cambridge; John Labouchere Beattie; William Frederick Webster, M.A., Cambridge; William Lewis Comrie, B.A., Cambridge; Francis Robert Anderton, M.A., London; Thomas Henry Boileau Graham, B.A., Cambridge; Charles Henry Sargent, B.A., Oxford; Mortimer Drewe Malleon, late scholar of Corpus Christi College, Oxford; Francis Henry Launcelot Errington, B.A., Oxford; and George Henry Norris, University of London, Esqs.

The undermentioned gentleman was called to the bar by the Honourable Society of Gray's-inn:—Arthur William A'Beckett, Esq.

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At a meeting of this society, held at the Law Institution, Chancery-lane, on Monday, April 17, Mr. B. T. Bartram in the chair, Mr. Shirley Shirley opened the following question in the negative: "B., by his will, directs his executors to hand over his body to C. for cremation, and to reimburse C. the expenses of such cremation. The body is cremated, but the executors refuse to reimburse C. Can C. recover the amount?" The opener was supported in his view of the question by Messrs. Elliott and Sutcliffe. Mr. Collyer contended that C. could recover, and upon the question being put to the meeting it was decided in the negative *nem. con.*

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A SCOTCH LAW REPORT.

[The *Scottish Journal of Jurisprudence* publishes the following report of an appeal of *M'Vey v. Hennigan*, heard before the Court of Session on January 12 last.]

There lived, as I am told,
In Stirling's noble city
Two Irish lads so bould,
The subject av me ditty;
They both had pigs galore,
And sties to fence and screen 'em,
And each possessed a boar
With only a hedge between 'em.
Says M'Vey,
"Darlint Mr. Hennigan,
You must pay
If your boar comes in 'gain!"

Tony Hennigan's boar,
Faix! he loved to wandher;
Divvie a wall or door
Would kape him from his dandher.
And mostly he would hie
To Pat M'Vey's back garden,
And grant about the sty
Where Pathrick's pigs were barred in.
Says M'Vey, etc.

At last one day, when Pat
Was atin' av his dinner,
His wife cried out, "There's t'at
Ould boar, as I'm a sinner!
O Pat, rise up, make haste!"—
And Pat obeyed her orders,
And swore he'd drive the baste
From out his garden borders.
Says M'Vey, etc.

But Tony's boar! worse luck!
He had a heart so dario,
Bedad! he ran amuck
At this bould son av Erin;
So Pat was forced to fly,
And moighty quick he went, too,
While Piggy from his thigh
Tore out a small memento.
Says M'Vey, etc.

Then Pathrick to the Coort
He dhraggd the porker's mather,
And swore that such a hurt
Bank notes alone could plaster.
The sty was insecure,
The boar was most ferocious,
And Tony's conduct, shure,
Was blackguard and atrocious.
Says M'Vey, etc.

"Me piggy has," says Tone,
"The swatst, best av naytures,
And, Pat, ye should have known
The ways av them dumb oraytures;
His timper's easily stirred
When takin' av his airin',
Nor can he stand a word
Av cursin' or av swearin'."
Says M'Vey, etc.

Upon the case there sat
Two Sheriffs, larned brothers,
One gave his vote for Pat,
And Tony got the other's;
And so when months had passed
In strife and opposition,
The case was brought at last
Before the Coort av Sission.
Says M'Vey, etc.

The Lorrds, in gownds so grand,
Were tould the dismal story
How Piggy, though so bland,
Made Pathrick's groin so gory
They said 'twas not polite
For Pat to use such langwidge,
Still, Piggy had no right
To eat a raw ham sandwich!
Says M'Vey, etc.

Then nivver, if you're wise,
Permit your pigs, be jabbers!
To threspas on the thighs
Av your Milesian neighbours
For boars whose moral since
Is shocked by imprecation
Are apt to take offence
At all the Irish nation.
Says M'Vey, etc.

of the summons, the solicitor shall, before having his order issued, take it to the filing office, and having indorsed on the back the words "The affidavits referred to within are on the file," the seal will be affixed to certify that the affidavits are filed. Such certificate will have the same effect as producing the affidavits on drawing the order.

As to county court certificate of result of trial, no fee to be charged for search.

Judgment may be signed on a certificate of "No affidavits filed in answer to interrogatories," or on a certificate of non-payment of money into court without affidavit.

On entering judgments under order xli., rule 1, in actions in the Chancery Division, when drawn up by the chancery registrars, the engrossment of the judgment together with the pleadings to be filed shall be brought to the writ appearance and judgment department, and the officer receiving the same shall make a note in the margin of the engrossment that the pleadings have been filed, and shall authenticate such note with the small seal of the office, and return the engrossment to the solicitor.

The date of the judgment as shown by the engrossment of the order and the date of leaving the pleadings shall be entered in the cause book.

The solicitor on leaving the pleadings must indorse thereon and sign a certificate in the words or to the effect following:—

"I certify that these are all the pleadings required to be left for filing."

When judgment is signed under order xli., rules 4 and 5, on any order, certificate, or other document, such document shall be filed.

Original stamped judgment to be filed and office copy to be delivered out at 6d. a folio. The judgment need not be signed by the solicitor entering it.

If judgment removed from Lord Mayor's Court the fixed cost of removal to be one guinea in all cases.

An allocatur for costs is to be placed on a certificate in the form settled.

Judgments are to be numbered consecutively in each alphabetical division in the right-hand corner, and the number entered in the cause book.

In cases where the plaintiff is entitled to a final judgment as to part of his claim, and to an interlocutory judgment as to the remainder, one judgment only is necessary, final as to part and interlocutory as to the rest, and one fee paid.

In the case of cross judgments in the same action where after a trial there is a direction for judgment for plaintiff against some of the defendants, and for some of the defendants against the plaintiff, and also for some of the defendants against the others, the whole direction may be embodied in one judgment, and the different parties may take office copies for use.

Date of filing of pleadings filed on entering judgment and of certificates of costs are to be entered in cause books and on the documents.

As to Costs on Judgments for Default of Appearance.

	£	s.	d.
In town cases	3	14	0
In country and agency cases and cases in which service effected beyond five miles from General Post Office, St. Martin's-le-Grand	4	6	0
And 6s. in addition for each service beyond one defendant.			
The above allowances include all mileage.			

As to the Costs of Removing Judgments from Inferior Courts for Purposes of Execution.

The order should direct that the party removing the judgment have his costs of and relating to the removal (to be taxed).

As to Common Pleas Judgments between November, 1875, and April, 1880.

Any office copy required may be made from the copy filed in the office and issued as an office copy of the original judgment, unless there shall be some special reason against doing so, in which case the parties shall be referred to a practice master.

As to writs of attachment issued in pursuance of an order for making default in payment of a sum of money made in any case excepted by the 4th section of the Debtors Act, 1869, from the operation of that section, these should have a note stating that the writ does not authorize an imprisonment for any longer period than one year.

NOTE.—All question of practice, sufficiency of affidavits, &c., are to be referred to a practice master, and not to any other master.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The forty-eighth half-yearly general meeting of the members of this association was held at the Incorporated Law Society's Hall, Chancery-lane, London, on Wednesday, the 26th ult.

The following was the report of the directors:—

The board of directors have the pleasure, in obedience to the provisions of the sixteenth rule of the association, of presenting this their (forty-eighth) report of the progress and operations of the association during the past half-year.

Since their report in October last to the general meeting of members at Brighton, sixty-two new members have been added to the association, and the aggregate number enrolled is now 2,662, of whom 997 are life, and 1,665 annual members. Forty-seven of the life members are, in addition, annual subscribers to the association of from one to five guineas each.

The customary balance-sheet for the half-year, as certified by the auditors, is appended to this report.

The board have the pleasure of reporting the receipt of a share of the residue of the personal estate of the late Miss Ellen Reardon (daughter of a deceased solicitor), to which bequest they alluded, for the first time, in their report of April, 1880. The share amounted to £5,351 8s. 8d., and this sum has been invested in £5,048 10s. 5d. Metropolitan Consolidated Three and a Half per Cent Stock.

A sum of £52 3s., which followed the bequest, appears in the accounts, and is a balance of dividends which had accrued after the death of the testatrix and prior to the transfer to this association, less deductions for necessary law charges.

With regard to Miss Reardon's bequest the board desire to mention that, in accordance with the provisions of her will and a declaration of trust which has been executed, the dividends to arise from the trust fund are to be applied in payment of annuities bearing the names of certain members of the testatrix's family.

In addition, the association has received during the past half-year £1,678 3s. 8d., included in which amount was a bequest of £19 19s. under the will of the late Mr. William Coleman Gill, solicitor, of Bath, a member of the association.

The operations of the association during the past half-year will be found set forth in the balance-sheet, from which it will be seen that the board have distributed in grants of assistance a sum of £1,005, of which amounts averaging £48 each were applied in the relief of nine recipients of the primary class of members and their families, and amounts averaging £14 each in the relief of forty recipients of the secondary class of non-members and their families.

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And sties to fence and screen 'em,
And each possessed a boar
With only a hedge between 'em.
Says M'Vey,
"Darlint Mr. Hennigan,
You must pay
If your boar comes in again!"

Tony Hennigan's boar,
Faix! he loved to waunder;
Divvie a wall or door
Would kape him from his dander.
And mostly he would hie
To Pat M'Vey's back garden,
And gront about the sty
Where Pathrick's pigs were batted in.
Says M'Vey, etc.

At last one day, when Pat
Was atin' av his dinner,
His wife cried out, "There's that
Ould boar, as I'm a sinner!
O Pat, rise up, make haste!"
And Pat obeyed her ordhers,
And swore he'd drive the baste
From out his garden borthers.
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He had a heart so darin',
Bedad! he ran amuck
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And mighty quick he went, too,
While Piggy from his thigh
Tore out a small memento.
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He dhragged the porker's masther,
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Nor can he stand a word
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Upon the case there sat
Two Sheriffs, larned brothers,
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And so when months had passed
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Then nivver, if you're wise,
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To threspass on the thighs
Av your Milesian neighbours
For boars whose moral since
Is shocked by imprecation
Are apt to take offence
At all the Irish nation.
Says M'Vey, etc.

LEGAL APPOINTMENTS.

Mr. CHARLES PONTIFEX, one of the judges of the High Court of Judicature at Calcutta, who has been appointed Legal Adviser to the Secretary of State for India, is the son of the late Mr. John Pontifex, solicitor, of St. Andrew's-court, Holborn. He is a graduate of Trinity College, Cambridge, and he was called to the bar at the Inner Temple in Easter Term, 1854. He formerly practised in the Court of Chancery, and he was appointed a puisne judge of the High Court at Calcutta in 1871.

Mr. FREDERICK ADOLPHUS PHILBRICK, Q.C., has been appointed an Examiner in Common Law and the Principles of Evidence at the University of London. Mr. Philbrick is the eldest son of Mr. Frederick Blomfield Philbrick, solicitor, town clerk of Colchester. He was educated at University College, London, and he graduated B.A. in 1853. He was called to the bar at the Middle Temple in Trinity Term, 1860, having, in November, 1858, obtained an open studentship, and he became a Queen's Counsel in 1874. Mr. Philbrick practises on the South-Eastern Circuit and at the parliamentary bar. He is a bencher of the Middle Temple, and recorder of the borough of Colchester.

Mr. PERCY WILLIAM BUNTING, barrister, has been appointed an Examiner in Equity and the Law of Real Property at the University of London. Mr. Bunting was called to the bar at Lincoln's-inn in Trinity Term, 1862. He practises in the Chancery Division.

Mr. WILLIAM DAWES, solicitor, of Rye, has been appointed Clerk of the Peace for that borough, in succession to Mr. George Slade Butler, deceased. Mr. Dawes was admitted a solicitor in 1863.

Mr. FREDERICK ATKINSON, solicitor, of Hastings and Rye, has been elected Clerk to the Rye School Board, in succession to Mr. George Slade Butler, deceased. Mr. Atkinson was admitted a solicitor in 1877. He is in partnership with Mr. Theodore John Smith, the clerk to the Rye Board of Guardians. Messrs. Smith & Atkinson have also been appointed Solicitors to the Rye Building Society, in succession to Mr. Butler.

DISSOLUTION OF PARTNERSHIP.

GEORGE DAVIS and NICHOLL MORGAN, solicitors, 63, Coleman-street, London (George Davis, Morgan, & Company). December 2, 1881.

[Gazette, April 28.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GLORIE ACCIDENT ASSURANCE COMPANY, LIMITED.—Petition for winding up, presented April 25, directed to be heard before Chitty, J., on May 6. Wyatt and Barraud, Cannon st., solicitors for the petitioner.

NEW FENOBRE TIN AND COPPER MINE COMPANY, LIMITED.—Hall, V.C., has fixed May 8 at 12 as his chambers for the appointment of an official liquidator.

OIL VARIETY MANUFACTURING COMPANY, LIMITED.—Creditors are required, on or before May 24, to send their names and addresses, and the particulars of their debts or claims, to Mr. Percy Head Bailly, 115, Cannon st. Wednesday, May 31 at 12, is appointed for hearing and adjudicating upon the debts and claims.

PAUL PARK BREWERY COMPANY, LIMITED.—By an order made by Hall, V.C., dated April 21, it was ordered that the winding up of the company be continued. Sykes, Old Broad st., solicitor for the petitioner.

TRINITY-FARM MINING COMPANY, LIMITED.—Petition for winding up, presented April 24, directed to be heard before Hall, V.C., on May 12. Jones, Falcon ct., Fleet st., agent for Jones and Co., Aberystwyth, solicitors for the petitioner.

UNITED SERVICE PROVISION MARKET, LIMITED.—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to Trayton Pagden Child, 42, Poultry. Friday, May 26 at 12, is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, April 28.]

CITY SYNDICATE, LIMITED.—Petition for winding up, presented April 27, directed to be heard before Chitty, J., on May 13. Courtenay and Croome, Gracechurch st., solicitors for the petitioners.

GRAND DUCHES SILVER, LEAD, AND BARYTES MINING COMPANY, LIMITED.—Hall, V.C., has by an order, dated April 18, appointed John Martin Winter, 16, Market st., Newcastle on Tyne, to be official liquidator.

HENRYMAN AND COMPANY, LIMITED.—By an order made by Hall, V.C., dated April 21, it was ordered that the voluntary winding up of the company be continued. Eardley and Co., solicitors for the petitioner.

LONDON AND PROVINCIAL TRADERS' WHOLESALE STORES, LIMITED.—Chitty, J., has, by an order, dated March 14, appointed Mr. James Waddell, of 1, Queen Victoria-street, to be official liquidator of the above-named company.

NEW HAT COTTON SPINNING AND MANUFACTURING COMPANY, LIMITED.—By an order made by Hall, V.C., dated April 21, it was ordered that the voluntary winding up of company be continued. Gregory and Co., Bedford-row, agents for Wright, Bacup, solicitor for the petitioner.

[Gazette, May 2.]

UNLIMITED IN CHANCERY.

CITY OF CHESTER BENEFIT BUILDING SOCIETY.—By an order made by Chitty, J., dated April 4, it was ordered that the society be wound up. Chester and Co., Staple inn, Holborn, solicitors for the petitioner.

[Gazette, April 28.]

POTTERIES, SHREWSBURY, AND NORTH WALES RAILWAY.—By an order made by Fry, J., dated April 21, it was ordered that the Potteries, Shrewsbury, and North Wales Railway Company be wound up. Markey and Co., Coleman-street, solicitors for the petitioners.

ROBINSON CANAL COMPANY.—Hall, V.C., has, by an order, dated April 25, appointed Henry Bishop, 41, Coleman-street, to be official liquidator. Creditors are required, on or before May 31, to send their names and addresses, and particulars of their debts or claims to the above. Wednesday, June 7, at 12, is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, May 2.]

FRIENDLY SOCIETIES DISSOLVED.

GARIBOLDI LODGE, a Branch of the Philanthropic Order of True Iovites, St David's Unity, Lamb and Flag Inn, Aberaman, Glamorgan. April 26 [Gazette, April 28.]

BURLEY NEW FRIENDLY SOCIETY, the Queen's Head, Burley, Ringwood, Hants. April 27

OLD FRIENDLY SICK SOCIETY, the Bull's Head Inn, Winstar, Derby. April 29

SHARSHILL OLD FRIENDLY SOCIETY, the White Horse Inn, Sharnhill, Stafford. April 27

VICTORIA LODGE OF LOYAL AND INDEPENDENT MODERN ORDER OF FORESTERS' SOCIETY, the Crown Inn, East Hanney, Berks. April 29 [Gazette, May 2.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

April 26.—*Bills Read a Second Time.*

PRIVATE BILL.—Nottingham Corporation.

Bills Read a Third Time.

Metropolitan Commons Supplemental; Army (Annual).

April 28.—*Royal Commission.*

The Royal Assent was given by Commission to the following Bills:—General Police and Improvement (Scotland); Army (Annual); Drainage and Improvement of Lands (Ireland) Supplemental; Metropolitan Commons Supplemental; London, Brighton, and South Coast Railway (Capital); and Maidstone Waterworks.

Bills Read a Second Time.

PRIVATE BILLS.—Welshpool and Llanfair Railway (Abandonment); West Ham Local Board; North-Eastern Railway (Alawick and Cornhill Branch); Birkenhead Borough; East and West India Dock Extension; Teign Valley Railway.

May 2.—*Bills Read a Second Time.*

PRIVATE BILLS.—London Riverside Fish Market; Alawick Corporation; South Metropolitan Gas.

Payment of Wages in Public-houses Prohibition.

HOUSE OF COMMONS.

April 27.—*Bills in Committee.*

Commonable Rights; Judgments (Inferior Courts); Places of Worship Sites.

New Bill.

Bill to amend the Documentary Act, 1868, and other enactments relating to the evidence of documents by means of copies printed by the Government printers (Mr. J. HOLMS).

Bill Read a Third Time.

PRIVATE BILL.—Northwich Gas.

April 28.—*Bills Read a Second Time.*

Patents for Inventions.

Bills Read a Third Time.

PRIVATE BILLS.—Bristol Port and Channel Dock; London (City) Court.

May 1.—*Bills Read a Second Time.*

PRIVATE BILLS.—Gateshead and District Tramways; Siemens Brothers and Company (Electric Lighting).

Military Manoeuvres.

Bill in Committee.

Militia Storehouses.

Bills Read a Third Time.

PRIVATE BILLS.—Cleator and Workington Junction Railway; Lambourn Valley (Light) Railway; St. Philip's Church (Liverpool).

New Bill.

Bill to amend the County Courts Act, 1867 (Mr. H. FOWLER).

May 2.—*Bills Read a Second Time.*

Municipal Corporations.

Bills in Committee.

Distress Amendment; Metropolitan Management Amendment.

Bills Read a Third Time.

PRIVATE BILL.—Fulwood and Whittingham Water.

Militia Storehouses; Places of Worship (Sites).

May 3.—*Bills Read a Second Time.*

PRIVATE BILL.—Portsey Harbour.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. O. BACON.	V. O. HALL.
Monday, May	8 Mr. Pemberton	Mr. Carrington	Mr. Teesdale
Tuesday	9 Clowes	Jackson	Ward
Wednesday	10 Pemberton	Carrington	Teesdale
Thursday	11 Clowes	Jackson	Ward
Friday	12 Pemberton	Carrington	Teesdale
Saturday	13 Clowes	Jackson	Ward
	Mr. Justice Fry.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, May	8 Mr. Farrer	Mr. Merivale	Mr. Kee
Tuesday	9 King	Latham	Cobby
Wednesday	10 Farrer	Merivale	Kee
Thursday	11 King	Latham	Cobby
Friday	12 Farrer	Merivale	Kee
Saturday	13 King	Latham	Cobby

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

ARNOTT, DAVID, Grove House, Wandsworth, Esq. June 1. Shephard, Finsbury circus
BALCHIN, JOHN, Blackfriars rd, Bookseller. May 30. Wild and Co, Ironmonger lane
BOYS, Rev JAMES, Biddenden, Kent. May 27. Philpott and Wood, Cranbrook
BUCK, WILLIAM JAMES, Shap, Westmorland, Gent. May 14. Little and Lamony,
Fenitth
BUCKLAND, WILLIAM, Dover, Boot and Shoe Maker. May 31. Claris, Dover
COHEN, LOUIS, Gloucester pl, Portman sq, Esq. June 2. Emanuel and Simmonds,
Finsbury circus
CRAWSHAW, THOMAS, Kingston upon Hull, Gent. June 3. Jennings, Driffield
EDWARDS, CHARLES, Smallwood, Chester, Yeoman. May 1. Latham, Sandbach
FINCH, Hon DANIEL GREVILLE, Bury st, St James's, Colonel. May 31. Bennett and
Co, New sq, Lincoln's inn
FREEMAN, WILLIAM, Denham, Bucks, Licensed Victualler. May 1. Gardiner, Uxbridge
GARDNER, EDWIN, Redland, Bristol, Sadler's Ironmonger. May 11. Roberts, Bristol
LOVEDAY, ROBERT, Norwich, Gent. June 1. Winter and Francis, Norwich
MARSHALL, WILLIAM, Plymouth, Solicitor. Dec 25. Rooker and Co, Plymouth
McKAY, ELIZA ARABELLA, Calow st, Chelsea. May 15. Herbert and Kent, Grace-
church st
MORPHET, ANN, Bebington, Chester. May 23. Laces and Co, Liverpool
RANDALL, MARTHA, Brighton. May 20. Grover and Humphreys, King's Bench walk,
Temple
SMITH, WILLIAM, Wulviston, Durham, Machinist. May 14. Draper, Stockton on Tees
STILES, JOSEPH, Huddersfield, Woollen Manufacturer. June 1. Laycock and Co,
Huddersfield
TROSBY, JOHN, Northchurch, Hertford, Yeoman. May 15. Bullock and Penny, Great
Berkhamsted
WILSON, JOSEPH, West Thriston, near Felton, Northumberland, Butcher. May 25.
Nicholson, Morpeth
[Gazette, Apr. 18.]
ALLEN, GEORGE, St Leonard's on Sea, Gent. May 18. Norris and Carless, St Leonard's
on Sea
ARNOLD, BENJAMIN ALFRED, Teignmouth, Devon, Esq. June 1. Lovell and Co, Gray's
inn sq
BARNES, LEONORA HARRIOT, Thorpe Saint Andrew, Norfolk. May 25. Abbott, Lin-
coln's inn fields
BODEN, SAMUEL STANDIDGE, Tavistock st, Bedford sq, Artist. June 6. Hewitt and
Alexander, Ely pl, Holborn
BUCKLE, Rev. GEORGE MANLEY, Cambridge, Clerk. May 31. Lowe, Temple gardens,
Temple
CAKE, JAMES, High st, Deptford, Cheesemonger. May 20. Carter and Bell, Eastcheap
COLLEY, MARY ANN, Belsize rd, South Hampstead. May 21. Allen, Birmingham
COTMAN, HENRY, Gloucester gardens, Hyde park, Gent. May 22. Paterson and Co,
Lincoln's inn fields
GIBBLE, MARY ANN, East Barnet, Herts. May 23. Tilleard and Co, Old Jewry
HODGSON, Rev. EDWARD FRANKS, Holton-cum-Beckering, Lincoln. June 14. Broughton
and Broughton, Gt Marlborough st
HOWARD, FREDERICK, Wingham, Kent, Gent. July 10. Sankeys and Co, Canterbury
HOWSON, SARAH MARIA, Rugby, Warwick. May 25. Parkin and Co, Doncaster
HURRY, CLARA ANN, Chichester, Shopkeeper. June 5. Sowton, Chichester
JOHNSON, EDWARD, Birmingham, Merchant. June 10. Milward and Co, Birmingham
JURBER, HENRY, Gipsy Hill, Surrey, Hotel Proprietor. May 31. Chapple and Co,
Carter lane
KILLINGTON, EDWARD, Inns of Court Hotel, Holborn. May 25. Clowes and Son, Great
Yarmouth
KIRKHAM, JOSEPH, Liverpool, Builder. May 20. Evans and Co, Liverpool
MEAD, ANN SUSANNAH, Brixton, Surrey. May 20. Hyde and Co, Ely pl, Holborn
MILLER, MARY ANN, Knowle, nr Bristol. May 20. Danger and Cartwright, Bristol
MOGINIE, WILLIAM, Lichfield grove, Finchley, Gent. June 1. Fisher, Essex st, Strand
RIDER, PHILIP, Lancaster rd, Notting hill. May 20. Rider, Lancaster rd
SAXBY, JOHN, Rodmell, Sussex, Farmer. Aug 1. Gell and Drake, Lewes
SMITH, ANNIE MARIA, Newcastle st, Strand. May 10. Hicks and Arnold, Wellington st
SMITH, EDWARD, Newcastle st, Strand, Licensed Victualler. May 18. Hicks and
Arnold, Wellington st
SMITH, GEORGE FREDERICK, Winston rd, Stoke Newington, Box Maker. May 31.
Perry, Guildhall chambers
SMITH, THOMAS LITTLEHALES, Fetter lane, Surgeon. May 10. Hicks and Arnold,
Wellington st
TATE, JOHN, South Kensington, Esq. May 31. Dingwall, Tokenhouse yard
TUCKER, ROBERT, Waterloo, Lancaster. Gent. May 31. Norris and Sons, Liverpool
ULSTON, JOHN, Bristol, Licensed Victualler. May 29. Benson and Carpenter, Bristol
WHITE, FRANK LAYLAND, Liverpool, Bookkeeper. May 9. Rogerson and Co, Liverpool
[Gazette, Apr. 21.]
ADAMS, CHARLES HADEN, Fillongley, Warwick, Esq. June 24. Twist and Sons,
Coventry
ATKINS, BELINDA MARTIN, Reading. June 1. Collins, Reading
BAKER, OCTAVIUS, Fawley, Southampton, Miller. June 1. Spence and Co, Hertford
BLAIR, HUGH RAMSAY, Bradford, York, Merchant. May 31. Taylor and Co, Bradford
BOVILL, WILLIAM JOHN, Lincoln's inn, Barrister at Law. June 30. Palmer and Co,
Trafalgar sq
BRAUND, ELISE, Bromley, Kent. June 10. Shephard, Finsbury circus
BROOKS, GEORGE, High Ercall, Salop, Gent. June 10. Taylor, Stourbridge
CRESSWELL, ANN, Marylebone rd. June 1. Smith and Mammatt, Ashby de la Zouch
DAIN, CHRISTOPHER, Erdington, Warwick, Gent. June 1. Tyndall and Co, Birmingham
GOUTIER, GEORGE, Kingston upon Thames, Surrey, Gent. June 3. Walter and Durham,
Kingston on Thames
JOHNSTON, WILLIAM, Junction rd, Upper Holloway, Printer. June 1. Hughes, Bedford
st, Covent Garden
LEE, EDWARD HENRY JOHN, Leeds, Tanner. June 21. Simpson and Burrell, Leeds
LEES, GEORGE WYLD, Bakewell, Derby, Esq. May 31. Noble, Lendal
LEES, Rev. JOHN, Clifton, York. May 31. Noble, Lendal
MALINS, Right Hon. Sir RICHARD, Lowndes sq. June 1. Freshfields and Williams,
Bank bldgs
PHILLIPS, ELIZABETH, Shifnal, Salop. May 15. Phillips and Co, Shifnal
REYNOLDS, Rev. FREDERICK, Appleford, Berks, Clerk. June 5. Sedgfield and Pryce,
Abingdon
ROE, HENRY BARNARD, Liverpool, Gentleman. June 30. Rowe and Co, Liverpool
SAUNDERS, HUGH, Keymer, Sussex, Licensed Victualler. June 24. Haselwood,
Brighton
SKELTON, GEORGE BENNETT, Hibaldstow, Lincoln, Farmer. May 1. Hayes and Son,
Brigg
STEVENS, JAMES JOHN, Clapham Common, Surrey, Esq. June 24. Kelly, Molyneux
chambers, Goswell rd
WAITE, JOHN, City rd, Gent. May 30. Burr, Little Britain
WARREN, GEORGE, Cambridge, Grocer. July 20. Eadens and Knowles, Cambridge
WOLSTENHOLME, JOHN PROCTER, Bradford, Timber Merchant. June 1. Watson and
Dickens, Bradford
YELD, HENRY JOHN, Bishopwearmouth, M.D. May 3. Alcock and Routledge, Sunder-
land
[Gazette, Apr. 25.]

DAYLIGHT IN OFFICES.—Chappuis' Reflectors. 99, Fleet-street, E.C.—[Adv.]

OBITUARY.

MR. WILLIAM HENRY SCOTT.

Mr. William Henry Scott, solicitor, of Aylsham, died recently. Mr. Scott was admitted a solicitor in 1840, and had practised for about forty years at Aylsham. He had a large practice in the town and district, besides holding several important appointments. He was for many years deputy-coroner for the Duchy of Norfolk, and he was also registrar of the Aylsham County Court (Circuit No. 32), clerk to the Commissioners of Taxes for the South Erpingham Division, clerk to the Felmingham United District School Board, clerk to the Aylsham Board of Guardians, Assessment Committee, and Rural Sanitary Authority, and superintendent-registrar for the district. Mr. Scott was universally respected at Aylsham, and his death has caused a general feeling of regret.

LEGAL NEWS.

On the 27th ult., the election of a registrar of deeds for the East Riding, to fill the vacancy caused by the death of Mr. John Maister, took place at Beverley. The candidates were Mr. George Arthur Thompson, of Terrington Hall, York; Mr. Robert Stanley Scholfield, Sand Hall, Howden; and Mr. Joseph Smith, Huggate, Pocklington. The polling commenced at nine a.m., and continued until eight p.m., and from the first-mentioned hour until about seven in the evening there was a continuous influx of voters into Beverley from all parts of the Riding. Both candidates had quite a host of carriages engaged to convey people from the railway station, to which place they were brought from all parts free of expense, and vehicles of all kinds were also employed in bringing in voters from the adjacent country. A number of special trains were also run from Hull at intervals during the day for the purpose of conveying voters. In the usually quiet town of Beverley the greatest excitement prevailed, and as each of the two principal candidates alternately headed the poll until seven in the evening this was kept up until the poll was declared. Mr. Smith retired from the contest early in the day. The method of voting was somewhat peculiar, and in accordance with what has been the usage at similar contests. Each voter, on entering the voting-room, having previously given his name and address, placed his card, which he had already filled up, in a glass urn. The cards of Mr. Thompson's voters were white in colour, and those of Mr. Scholfield buff, and when a sufficient number of these had been deposited they were removed, and counted by the officials, so that as the poll proceeded a pretty accurate idea could be obtained by the agents of each candidate as to the state of the poll. Any voter who was objected to by the agents of the candidates was sworn before he was allowed to vote. Mr. Thompson's agents were Messrs. Rolit & Sons, Hull, and Mr. George England, solicitor, Howden, acted as agent for Mr. Scholfield. The doors of the polling-room were closed precisely at eight o'clock, and about twenty minutes past that hour the result was declared by Mr. Barton, in the Sessions Court, as follows:—Mr. Thompson, 1,565; Mr. Scholfield, 1,031; Mr. Smith, 34; majority for Thompson, 34.

SALES OF ENSUING WEEK.

May 10.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold Property (see advertisement, April 22, p. 3).
May 10.—Mr. F. ELLIS MORRIS, at the Mart, at 2 p.m., Freehold Property (see advertisement, April 29, p. 4).
May 11.—Messrs. C. C. & T. MOORE, at the Mart, at 1 for 2 p.m., Freehold and Leasehold Estates (see advertisement, this week, p. 3).
May 12.—Messrs. HORNE, EVERSFIELD, & Co., at the Mart, at 1 for 2 p.m., Leasehold Property (see advertisement, April 29, p. 4).
May 12.—Mr. MILLAR, at the Mart, at 2 p.m., Freehold Property (see advertisement, April 29, p. 4).
May 12.—Messrs. NORTON, TRIST, WAYNEY, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, this week, p. 4).

MARRIAGES.

NAYLOR—GRANVILLE.—April 27, at Biarritz, Charles Topham Naylor, of the Inner Temple, barrister-at-law, to Eleanor Katharine, daughter of Capt. Granville, late 26th Regt., of Grand Pré, Biarritz.
WALKER—BNAE.—April 27, at Savoy, Philip F. Walker, barrister-at-law, to Mary Alice Bnae, daughter of the late Major Bnae, 46th Regiment, of Devonshire-place.

LONDON GAZETTES.

Bankrupts.

FRIDAY, April 25, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Honek, John, Havenfield Lodge, Hornsey Rise. Pet March 18. Brougham. May 9 at 11
Parker, George, and George Parker, jun. Wardour st, Soho, Manufacturing Chemists. Pet April 26. Brougham. May 10 at 12.30

To Surrender in the Country.

Milton, John, Halifax, Blacksmith. Pet April 24. Rankin. Halifax, May 13 at 11
Sorrell, Richard Henry, Saffron Walden, Essex, Grocer. Pet April 24. Rankin. Cam-
bridge, May 10 at 3

TUESDAY, May 2, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.
To Surrender in London.

Snow, Percy Tonkin, Mildmay road, Stoke Newington, a retired Lieutenant-Colonel of the Madras Army. Pet April 20. Brougham. May 17 at 12.30
Stenson, Robert Crooks, Millman st, Bedford row. Pet April 28. Pepsy. May 17 at 12
To Surrender in the Country.
Bridgewater, John Thomas, and Francis Foster Bridgewater, Clockheaton, York. Woolen Manufacturers. Pet April 28. Orme. Bradford, May 16 at 12
Chambers, William Hoole, Barnsley, York, Mining Engineer. Pet April 26. Bury. Barnsley, May 16 at 11
Cutler, William, East Sheen, Mortlake, Surrey, Brewer. Pet April 26. Willoughby. Wandsworth, May 12 at 11
Grenfell, Annie Marjorie, Somers villa, Wandsworth. Pet Feb 21. Willoughby. Wandsworth, May 12 at 11
Lewis, Thomas, Abercane, Monmouth, Farmer. Pet April 28. Davis. Newport, May 16 at 11
Sayer, Charles, Liverpool, Quarry Proprietor. Pet April 28. Cooper. Liverpool, May 16 at 12
Worsley, Henry, Golborne, Lancaster; Surgeon. Pet April 27. Holden. Bolton, May 15 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, April 28, 1882.

Buckland, Stephen, Clapham rd. April 20
Mann, James, Hartlepool, Durham, Innkeeper. March 16.

TUESDAY, May 2, 1882.

Eggar, Frederick, Woking, Surrey, Brick and Tile Manufacturer. April 20
Hallowes, Thomas Arthur Tooky, Tavistock sq, Architect. April 25

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, April 28, 1882.

Adams, David, Middlesborough, Earthenware Dealer. May 10 at 11 at office of Ward, Albert rd, Middlesborough
Allen, George Alfred Smith, Walthamstow, Builder. May 23 at 12 at offices of Dubois, Serjeants' inn, Chancery lane. Toulmin-Smith and Fuller, Chancery lane
Allen, Robert, Waltham Cross, Herts, Hairdresser. May 10 at 3 at office of Rumney, Walbrook
Aram, Eugene (not Oram, as erroneously printed in last Gazette), Greyhound rd, Fulham Fields, Olman. May 6 at 12 at office of Shearman, Gresham st
Ashmead, Joseph, Rotherham, out of business. May 11 at 4 at Law Society, Hoole's chhrs, Bank st, Sheffield. Hickmott
Ashworth, Herbert, Bewick, nr Manchester, Grocer. May 12 at 3 at office of Chew, Swan st, Manchester
Atwell, Walter, Chisleworth, Wholesale Milliner. May 10 at 3.30 at office of Boyes and Child, Poultry. Morris, Walbrook
Baker, George William Sansen, Gateshead, Grocer. May 9 at 3 at office of Pybus, Post Office chhrs, St Nicholas sq, Newcastle on Tyne
Bell, John, and Henry Bell, Westmore st, Carriers. May 10 at 3 at Inns of Court Hotel, Holborn. Godfrey, Highgate rd
Bennett, Samuel, Stourbridge, Worcester, Shopkeeper. May 8 at 11 at office of Roskell Worcester st, Stourbridge
Binge, John, Hampton, Nottingham, Farmer. May 16 at 11.30 at office of Marshall, Chapelgate, East Retford
Bowes, William, Kirby Misperton, nr Pickering, Tailor. May 15 at 2 at Bay Horse Inn, Pickering. Harrison, Kirby Moorside
Brand, Edward, and John Brand, Gore rd, Victoria pk, Hatters. May 6 at 10.30 at office of Hicks, Victoria pk rd
Brennan, Amelia, Blackley, nr Manchester, Match Manufacturer. May 18 at 4 at Mitre Hotel, Cathedral yd, Manchester. Leigh, Manchester
Broadhurst, James, Brighton, Wine Dealer. May 15 at 3 at office of Helmore, Bishops-gate st Within
Brooks, William, West Bromwich, Stafford, Horse Dealer. May 11 at 11 at office of Jackson and Sharpe, High st, West Bromwich
Buckler, William, Blatchington, Sussex, Builder. May 24 at 3 at office of Edmonds and Co, Cheapside. Schomberg, Brighton
Budworth, Samuel, Frodingham, Lincoln, General Dealer. May 17 at 11 at Angel Hotel, Brigg. Stephenson and Mountain, Gt Grimsby
Capstick, Felix, Bristol, Beerhouse Keeper. May 10 at 12 at office of Benson and Carpenter, Bank chhrs, Corn st, Bristol
Collins, William Henry, High Wycombe, Buckingham, Chair Manufacturer. May 13 at 1 at the Coffee Tavern, Frogmore gardens, High Wycombe. Clarke, High Wycombe
Cook, Charles, Swansea, Trunk Maker. May 12 at 3 at offices of Evans and Davies, Wind st, Swansea
Cook, Joseph, Oldbury, Worcester, Plumber. May 16 at 11 at offices of Jackson and Sharpe, High st, West Bromwich
Corbett, Benjoun, Grimsbury, Northampton, Cattle Salesman. May 11 at 2.30 at office of Munton and Stockton, High st, Banbury
Cottrell, James, Bristol, Saddler. May 10 at 12 at offices of Hare and Co, High st, Bristol
Cowper, Henry, Spennymoor, Durham, Clothier. May 10 at 11.30 at offices of Edgar, Silver st, Bishop Auckland
Cox, James, Leicester, Corn Dealer. May 11 at 12 at offices of Harris, Friar lane, Leicester
Cruwys, George, Ball's Pond rd, Grocer. May 12 at 2 at offices of Coram, Lincoln's inn fields
Cullingford, Robert, West Cowes, Isle of Wight, Hotel Keeper. May 15 at 11 at offices of Edmonds and Co, Cheapside. Pittis, Newport
Darwin, Henry John, Birmingham, Tailor. May 9 at 11 at offices of Fowke, Colmore row, Birmingham
Davies, David, Llandebie, Carmarthen, Grocer. May 18 at 12.30 at Dynevor Arms Hotel, Pantykynton, Llandebie. Bishop and Childs, Llandio
Diamond, Zyrman, Huntingdon bldgs, Bethnal green, out of business. May 11 at 2 at offices of Brighton and Parker, Bishopsgate st Without
Druff, Sidney, Wood st, Cheapside, Millinery Warehouseman. May 15 at 2 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Myers, Gresham buildings, Guildhall
Edmond, Henry, Dafen, nr Llanelli, Publican. May 11 at 2 at offices of Jellicoe, Prospect place, Swansea
Evans, Henry Page, Denbigh pl, Pimlico, Grocer. May 11 at 2 at offices of Broad and Wilshire, Queen st, Cheapside. Mote, South sq, Gray's inn
Fairbrother, Frederick Marshall, Manchester, Baker. May 12 at 3 at office of Leyland, Moseley st, Manchester
Fane, Henry John, Bury st, St James's, of no occupation. May 19 at 3 at Inns of Court Hotel, Holborn. Davis, Weymouth st, Portland pl
Feast, John, and Joseph Feast, George yd, Wardour st, Builders. May 18 at 3 at 1, Second Floor, Lonsdale bldgs, Chancery lane. Harston, Throgmorton st
Flood, John, King's rd, Chelsea, Medical Practitioner. May 6 at 11 at offices of Stollard, South Molton st, Oxford st
Fogg, James, Wigan, Lancaster, Boot Maker. May 11 at 11 at offices of Byrom, King st, Wigan
Francis, Susannah, Stalbridge, Dorset. May 5 at 11 at Red Lion Inn, Stalbridge. Balch, Bruton
Freegard, Alfred, Holloway End, nr Stourbridge, Commission Agent. May 10 at 3 at offices of Waldron, High st, Brierley Hill

Frost, Alfred, Coventry, Cabinet Maker. May 11 at 11 at offices of Gonte, Little Park st, Coventry
Gorse, Thomas, Orrell, Lancaster, Provision Dealer. May 10 at 11 at office of Wilson, King st, Wigan
Haines, Walter, Knighton, Radnor, Innkeeper. May 15 at 2 at Crown Inn, Knighton. Green and Peters
Hamer, Samuel, Chorley, Lancaster, Grocer. May 10 at 3 at office of Whitfield, Town-hall, Chorley
Hammond, John Thomas, Macclesfield, Chester, Silk Dealer. May 18 at 11 at Brunswick st, Macclesfield. Killminster
Jacomb, Nathan, Brighton, Butcher. May 16 at 3 at office of Penfold and Co, Middle st, Brighton
Harker, George, Ryde, Isle of Wight, Shoemaker. May 10 at 2 at offices of Fardell and Dashwood, Market st, Ryde
Hardaker, James, Bradford, Confectioner. May 12 at 11 at offices of Wilkinson, Kirk-gate, Bradford
Hart, James, and James Hart, jun, Coventry, Ribbon Manufacturers. May 10 at 12 at the Craven Arms Hotel, Coventry. Browett, Coventry
Hensman, Arthur John, Goldhawk rd, Hammersmith, Builder. May 15 at 3 at offices of Nelson and Co, Bennet's hill, Doctors' Commons
Higgs, Edward Milward, Stourport, Worcester, Blacksmith. May 22 at 3 at office of Thurstfield, Swan st, Kidderminster
Hill, Frederick, Wolverhampton, Oil and Colour Merchant. May 15 at 11 at Queen st, Wolverhampton. Riley
Holdsworth, Robert Maskill, Wakefield, York, Grocer. May 10 at 3 at Royal Hotel, Wakefield. Dryden, Wakefield
Hollis, Henry, Bury st, Edmonton, Licensed Victualler. May 12 at 3 at office of Rumney, Walbrook
Hollway, James, Houghton le Spring, Durham, Grocer. May 11 at 11 at offices of Graham and Shepherd, John st, Sunderland
Howard, Robert, Birmingham, Glass and Colour Merchant. May 12 at 3 at offices of Jacques, Temple row, Birmingham
Hudson, Peter, Liverpool, Brass Founder. May 15 at 2 at office of Dickson and Syers Lord st, Liverpool
Hughes, John, Llanaberis, Carnarvon, Joiner. May 12 at 12.30 at Castle Hotel, Bangor. Lewis and Edwards, Ruthin
Hurley, Abraham, Williton, Somerset, Miller. May 10 at 11 at office of Foster, East st, Taunton
Jacobs, George Maurice, Aldersgate st, Fancy Goods Dealer. May 12 at 2 at the Masons' Hall Tavern, Masons' avenue. Myers, Gresham bldgs, Guildhall
Jacobs, Israel, Sunderland, Draper. May 10 at 3 at offices of Asher, Manor pl, Sunderland
Jacobs, Joseph, Leicester, Fishmonger. May 15 at 3 at office of Buckby, Gallowtree gate, Leicester
Jones, William, Hampstead rd, Builder. May 10 at 3 at Martin's ct, Leicester square. Willis
Jones, William Garratt, Wrexham, Denbigh, Bookseller. May 12 at 12 at office of Pierce, Regent st, Wrexham
Kahn, Aaron, Hyde rd, Hoxton, Boot Maker. May 15 at 2 at office of Sydney, Finabury circus
Kelly, Florence, Halifax, Milliner. May 18 at 3 at Pack Horse Hotel, Huddersfield. Freeman, Huddersfield
Kirby, Joel, Mexborough, York, Stone Merchant. May 9 at 2 at office of Nicholson and Co, East Parade, Sheffield
Knight, Robert Hipwell, and Evan Jenkins, Friday st, Mantle Makers. May 11 at 12 at office of Plunkett and Leader, St Paul's Churchyard
Langford, Robert, Colyford, Devon, Builder. May 15 at 4 at Colcombe Castle Hotel, Colyton. Wilton, Colyton
Leavens, William Angelo, Stockton-on-Tees, Durham, Confectioner. May 11 at 11.30 at office of Thomas, Market Cross chhrs, Stockton-on-Tees
Levite, Louis, Trinity st, Borough, Solicitors Clerk. May 6 at 12 at office of Thompson and Co, Gt Dover st, Borough
Mason, Christopher Bottomley, Bradford, Waste Dealer. May 11 at 11 at office of Beverley and Freeman, Hustlergate, Bradford
May, Frederick Francis, Harp lane, Gt Tower st, Printer. May 11 at 3 at office of Martin and Banks, Queen st, Cheapside
Mayne, Thomas Smith, Hackney rd, Boot Maker. May 15 at 3 at office of Rudall, Wang st
Mills, Edward Thomas, Battlefield, nr Shrewsbury, Salop, Innkeeper. May 12 at 3 at office of Morris, Swan Hill, Shrewsbury
Morrison, Edward, Liverpool, Shipwright. May 11 at 3 at office of Gibson and Bolland, South John st, Liverpool. Gregory, Liverpool
Morrison, Robert, Swansea, Commission Agent. May 10 at 2 at Royal Talbot Hotel, Victoria st, Bristol
Moyle, Joseph, Broadway, Hammersmith, Chemist. May 16 at 12 at office of Bockett, Lincoln's inn-fields
Murrells, George, Sudbury, Suffolk, Grocer. May 17 at 11 at Canon st Hotel, Canon sr. Avelines and Co, Sudbury
Myer, Edward, Liverpool, Auctioneer. May 10 at 11 at office of Horner, Stafford st, Liverpool
Nobbs, James John, and William Blake, Park crescent Mews, Crescent rd, Clapham, Carman. May 15 at 3 at Guildhall Tavern, Gresham st. Keene and Co, Mark lane
Nolan, Aloysius Patrick, Levenshulme, nr Manchester, Commercial Traveller. May 18 at 3 at Mitre Hotel, Cathedral yard, Manchester. Leigh, Manchester
Parker, William Henry, Walsall, Stafford, Commercial Traveller. May 10 at 11 at office of Stanley, Bridge st, Walsall
Patmore, Thomas Abraham, Hatfield Broad Oak, Essex, Farmer. May 10 at 12 at office of Baker and Thornycroft, Bishop Street, Hertford
Patrick, Archibald Ferny, Newcastle-upon-Tyne, Grocer. May 15 at 11 at office of Scott White House bldgs, Pilgrim st, Newcastle-upon-Tyne
Percy, Thomas, Castleford, York, School Attendance Officer. May 15 at 11 at North-Eastern Hotel, Castleford. Bradley, Castleford
Perkins, George Brett, Nottingham, Provision Merchant. May 10 at 4 at office of Cockayne, Fletcher gate, Nottingham
Phillips, Robert, Bristol, Coach Builder. May 10 at 2 at office of Clifton and Carter, Broad st, Bristol
Rice, John, Bagshot, Surrey, Miller. May 17 at 12 at George Hotel, Reading. Cave, Rickmansworth
Richards, David, Rhandirwyn, Carmarthen, Grocer. May 15 at 10.30 at King's Head Inn, Llandowey. Phillips, Llandowey
Ritson, Henry, Cockermouth, Cumberland, Painter. May 16 at 1 at office of Jennings, Main st, Cockermouth
Robertson, John, Cheltenham, Gloucester, Tailor. May 12 at 3 at office of Clark, Regent st, Cheltenham
Rosser, Jenkin, Resolven, nr Neath, Glamorgan, Postmaster. May 8 at 11 at office of Sims, Queen st, Neath
Rosser, William, Llangineir, Glamorgan, Colliery Manager. May 13 at 2.30 at office of Morgan, Mill st, Pontypridd
Sainsbury, Francis Samuel, Wellingtonborough, Northampton, Draper. May 19 at 3 at office of Hollier and Battiscombe, Market pl, Leicester
Saltonstall, Gilbert, and Arthur Mortimer Brown, Friday st, Silk Importers. May 11 at 12 at Guildhall Coffee House, Gresham st. Bannister, Basinghall st
Savage, Robert, Chiswell st, Wholesale Milliner. May 10 at 4 at office of Boyes and Child, Poultry. Morris, Walbrook
Selby, Arthur, Sevenoaks, Kent, Steam Plough Proprietor. May 15 at 12 at the Crown Hotel, Sevenoaks. Lepper and Biazand, Mark lane
Sharpin, William John, Norwich, Taxicab. May 11 at 3.30 at office of Storey and Howland, Theobald's rd, Gray's inn. Tillet, Norwich
Shea, Francis James, Eveleigh st, Tollymore pk, Manufacturers' Agent. May 8 at 3 at office of Preston and Co, Southampton bldgs, Chancery lane

Silversides, Frederick, Leamington Priors, Warwick, American Meat Salesman. May 13 at 11 at 19, High st, Warwick. Boddington, Warwick
 Simmons, William, Birmingham, Provision Dealer. May 9 at 3 at office of Jaques, Temple row, Birmingham
 Smith, Charles Arthur, Croydon, Stationer. May 18 at 3 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Kilvington and Stock, Walbrook
 Stead, Saul, Leeds, Grocer. May 11 at 11 at the Law Institute, Albion st, Leeds. Croes, Bradford
 Stockdale, William, Lancaster, Innkeeper. May 11 at 12 at Queen's Hotel, Penny st, Fryer, Preston
 Styles, Augustine, Leicester, Brewer. May 10 at 3 at Bell Hotel, Leicester. Stone and Co, Leicester
 Swift, Samuel, Southwell, Nottingham, Butcher. May 12 at 3 at office of Kirkland, Southwell
 Taylor, Thomas, Saffron Walden, Essex, Ironmonger. May 15 at 11 at the Inns of Court Hotel, Holborn. Ackland, Saffron Walden
 Thompson, Henry Charles, Mincing lane, Colonial Broker. May 19 at 2 at offices of Fuller and Wise, Gresham st. Harwood and Stephenson, Lombard st
 Wallace, William Henry, Huddersfield, Grocer. May 10 at 13 at offices of Sykes, Market st, Huddersfield
 Ward, Joseph, Blackley, near Manchester, General Dealer. May 18 at 2 at the Mitre Hotel, Cathedral yard, Manchester. Leigh, Manchester
 Worrett, Nathaniel, Walworth rd, Hat Manufacturer. May 11 at 11 at offices of Chalk, Finsbury circus
 White, George, Beeston, Nottingham, Boot Dealer. May 13 at 3 at offices of Stroud, Low pavement, Nottingham
 White, Robert, and Thomas Joseph Nye, New Brompton, Kent, Builders. May 15 at 2 at 126, High st, Chatham. Norman, Chatham
 Wigg, Harris, East Grinstead, Sussex, Tea Dealer. May 15 at 3 at offices of Cripps, Tunbridge Wells
 Wilkinson, John William, Folkestone, Kent, Tobacconist. May 10 at 2 at the Rose Hotel, Folkestone. Ward, Folkestone
 Williams, Charles, Rushmore, near Ipswich, Suffolk, Farmer. May 22 at 2 at offices of Westhrop, Museum st, Ipswich
 Williams, Thomas, Downais, Glamorgan, Grocer. May 9 at 12 at offices of Lewis, Gilehead st, Merthyr Tydfil
 Wilson, John Bartholomew, Bethnal Green rd, Boot Manufacturer. May 8 at 2 at offices of Tripp, Catherine st, Strand
 Woods, Albert, Warrington, Lancaster, Provision Merchant. May 16 at 3 at offices of Davies and Co, Market pl, Warrington
 Wortman, Mark Gabriel, and Morris Michaelson, Strand, Tailors. May 11 at 3 at offices of Willis, St Martin's st, Leicester
 Wrathall, John, Barrow-in-Furness, Boot Manufacturer. May 12 at 2 at offices of Hayes and Co, Britannia bldgs, Oxford pl, Leeds. Garnett, Barrow-in-Furness
 Wright, William George, Sheffield, Grocer. May 11 at 2 at the Law Society, Hoole's chambers, Bank st, Sheffield. Hickmott

TUESDAY, May 2, 1882.

Allport, Samuel, Sedgley, Stafford, out of business. May 17 at 3 at offices of Stoke and Hooper, Priory st, Dudley
 Ashmore, Charles Townsend, Powkes bldgs, Great Tower st, Merchant. May 23 at 2 at offices of Flux and Co, East India avenue
 Ayre, Charles, Fairfield, near Liverpool, Plumber. May 16 at 3 at offices of Quilliam, Whitechapel, Liverpool. Riley, Liverpool
 Baugh, Sarah, Richmond rd, Dalston. May 9 at 3 at offices of Panlin, Fen court, Fenchurch st
 Bennet, Charles, Dedham, Essex, Grocer. May 12 at 3 at offices of Goody, North hill, Colchester
 Bennett, Robert, and James Bennett, Strangeways, Manchester, Watch Makers. May 17 at 2 at offices of Horner, Clarence st, Manchester
 Benson, John, Westerdale Mill, near Yarn, York, Miller. May 15 at 11 at offices of Chilton, Mechanics' Institute, Dovecot st, Stockton-on-Tees
 Boyes, Robert, Bradford, Painter. May 13 at 11 at offices of Peel and Co, Chapel lane, Bradford
 Bradbury, Joseph, and Hervey Bradbury, Batley, York, Woollen Manufacturers. May 15 at 11 at Batley Station Hotel, Batley
 Bradley, George Bristol, Fakenham, Worcester, Builder. May 17 at 12 at offices of Corbett, Avenue House, the Cross, Worcester. Blic, Droitwich
 Burrington, Alfred Bragg, Shaftesbury rd, Hammersmith, Professor of Music. May 15 at 12 at offices of Webster, Gt James st, Bedford row
 Briggs, John, Brighton. May 12 at 12 at offices of Edmonds and Co, Cheapside. Cooper and Williams, Brighton
 Brown, John, jun, and James Brown, Upper Thames st, Iron and Marble Merchants. May 11 at 3 at offices of Edmonds and Co, Cheapside. Wells, Paternoster row
 Brunson, Charles, Gorse Hill, Stratton, Wilt, out of business. May 11 at 3 at offices of Boodle, Albion st, New Swindon, Wilt
 Burkinshaw, Matthew, Hanley, Stafford, Joiners' Tool Dealer. May 15 at 11 at offices of Faddock, Old Hall st, Hanley
 Bushill, John, Wolston, near Coventry, Builder. May 11 at 2 at 17, Little Park st, Coventry. Homer, Coventry
 Cannings, John, Birmingham, Leather Seller. May 11 at 3 at offices of East, Temple st, Birmingham
 Carter, Henry Denton, Leamington, Tailor. May 12 at 2.30 at offices of Parr and Hayes, Colmore row, Birmingham
 Christmas, Fred, March, Cambridge, Carpenter. May 11 at 11 at offices of Sidney and Ollard, March
 Churchill, Henry George, Kenilworth, of no occupation. May 15 at 11 at King's Head Hotel, Coventry. Tomlinson, Newport
 Cole, Abraham, Bristol, out of business. May 10 at 12 at offices of Essery, Nicholas st, Bristol
 Coney, Thomas Worts, Huddersfield, Omnibus Proprietor. May 17 at 3 at Law Society, Imperial arcade, New st, Huddersfield. Laycock and Co, Huddersfield
 Coombe, George, Bristol, Glasses and China Dealer. May 11 at 2 at offices of Sibly and Dickinson, Exchange West, Bristol
 Cooper, Thomas, Maidstone, Clothier. May 13 at 11 at Cannon st, Hotel, Cannon st, Stanning, Maidstone
 Dallaway, Joseph, Devizes, out of business. May 13 at 11 at offices of Smith, High st, Devizes
 Draper, William, Warwick, Boot and Shoe Dealer. May 15 at 11 at offices of Sanderson, Church st, Warwick
 Dunn, Walter, Oxford st, General Store Proprietor. May 24 at 2 at Guildhall Tavern, Gresham st. Van Sandau and Co, King st, Cheapside
 Evans, Alfred Palmer, Bathaston, Somerset, Clerk in Holy Orders. May 12 at 11 at 9, Old Bond st, Bath. How
 Evans, Morgan, Llanvabryn, Cardigan, Grocer. May 11 at 11 at offices of Griffith Jones and Co, Great Darkgate st, Aberystwith
 Garner, John, Spurstow, Chester, Grocer. May 11 at 12.30 at Royal Hotel, Crewe
 Walker and Co, Chester
 Gibson, Moses Westmoreland, Lincoln, Joiner. May 10 at 11 at offices of Page, Flaxengate, Lincoln
 Goston, John, Fegg Hayes, near Tursall, Stafford, Grocer. May 17 at 3 at offices of Llewellyn and Ackrill, Piccadilly, Tunstall
 Gray, Henry, Seavington St Mary, Somerset, Farm Bailiff. May 24 at 11 at offices of Paul, Court Barton, Tunstall
 Greenwood, William Watson, Bradford, Stuff Manufacturer. May 13 at 19 at 13, Piccadilly, Bradford. Berry and Robinson, Bradford
 Grimmer, Frederic Arthur, Norwich, Corn Merchant. May 9 at 12 at offices of Stanley, Bank pl, Norwich

Hancox, Thomas, Ryton-on-Dunsmore, Warwick, Licensed Victualler. May 13 at 11 at offices of Hughes and Master, Little Park st, Coventry
 Hanger, Alfred Feary, Oxford, Boot Dealer. May 17 at 12 at New Inn, Oxford. Galpin, Oxford
 Harding, Needham, and William Isaac Jackson, Birmingham, General Factors. May 16 at 2.30 at offices of Dale and Vachell, Bennett's hill, Birmingham
 Hardy, George William, Birmingham, Refreshment House Keeper. May 17 at 1.30 at offices of Bass and Co, Hind, Newhall st, Birmingham. Jennings and Co, Burton-on-Trent
 Hart, George, Wakefield, York, Clerk of Works. May 18 at 3 at offices of Harrison and Beaumont, Chancery lane, Wakefield
 Hewer, John, Bridford, Devon, Farmer. May 12 at 11 at offices of Friend, Post Office chambers, Exeter
 Hewitt, Louis William, Stretton-on-Dunsmore, Warwick, of no occupation. May 18 at 3 at offices of Owston and Dickinson, Friar lane, Leicester
 Higham, John Frederick, Hulme, Manchester, Musical Instrument Dealer. May 18 at 12 at offices of Pritchard and Co, Painters' Hall, Little Trinity lane, London. Hinde and Co, Manchester
 Hodgson, John Samuel, South Molton, Devon, Tailor. May 13 at 12 at offices of Riccard, South Molton
 Hopkins, John, Walbrook, Solicitor. May 10 at 3 at Masons' Tavern, Masons' avenue, Basinghall st. McLachlan, Croydon
 Howson, Richard Gregory, Clapham cum Newby, York, Joiner. May 16 at 1 at Flying Horse Shoe Hotel, nr Clapham cum Newby. Thompson
 Hurst, Edwin Henry, New London st, Seed Merchant. May 13 at 2 at offices of Lonsada and Emanuel, Austinfriars
 Iretton, Arthur John, and Joseph Kishy Ward, Piazza, Covent Garden, Potato Salesmen. May 25 at 12 at Ashley's Covent Garden Hotel, Henrietta st, Covent Garden
 Jackson, John, and Co, Henrietta st, Covent Garden
 James, Thomas, Much Wenlock, Salop, Grocer. May 10 at 12.30 at Raven Hotel, Much Wenlock. Phillips and Co, Shifnal
 Jeffery, Henry, Cheltenham, Hotel Keeper. May 12 at 11 at Belle Vue Hotel, Cheltenham. Winterbotham and Co, Cheltenham
 Jennings, Samuel, Bradford, Innkeeper. May 13 at 11 at offices of Grenaves and Taylor, Cheapside, Bradford
 Jewkes, James, Dudley, Worcester, Straw Dealer. May 13 at 12 at offices of Tinsley, Priory st, Dudley
 Johnson, Hannah, Bishop Auckland, Durham, Grocer. May 20 at 11 at offices of Stillman, North Bondgate, Bishop Auckland
 Jones, George, Shrewsbury, Baker. May 17 at 11 at St John's Hill, Shrewsbury. Nutsey
 Jones, John, Sedgley, Blacksmith. May 15 at 11 at office of Whitehouse, Dudley rd, Tipton
 Knightsbridge, James, Provost st, Hoxton, Draper. May 9 at 3 at offices of Staniland, Queen st, Cheapside
 Koppel, Bernard, Commercial rd East, Dealer in Boots. May 11 at 2 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Waring, Gresham bldgs, Guildhall
 Langley, Thomas, Wellington, Salop, out of business. May 9 at 11 at office of Carrane, Wellington
 Lee, John Edward, Manchester, Iron Worker. May 18 at 3 at office of Rylance, Essex st, Manchester
 Lewis, Alfred Elias, North Malvern, Worcester, Builder. May 12 at 2.30 at Hop Market Hotel, Worcester. Bowers, Great Malvern
 Lucas, John George, Worthing, Sussex, Draper. May 16 at 3 Sergeant's inn, Fleet st, Nye, Brighton
 Lupinsky, Abraham, Shoreditch, Tailor. May 18 at 3 at John st, Bedford row. Browne and Co
 Makin, James Brierley, Rotherham, York, Boot and Shoe Dealer. May 12 at 3 at offices of Clegg, Victoria chambers, Figuee lane, Sheffield
 Marshall, Thomas, Bristol, Baker. May 13 at 11 at office of Evans, Exchange bldgs East, Bristol
 Martin, John, Sheffield, Engraver. May 16 at 2 at offices of Taylor, Norfolk row, Sheffield
 Martin, John, Osborne rd, Hackney Wick, Baker. May 10 at 11 at Unicorn Tavern, Vivian rd, Roman rd, Old Ford. Hicks, Grove rd, Victoria pk
 Mickelwright, Francis William, Hastings, Watchmaker. May 16 at 12 at the Guildhall Tavern, Langham, Hastings
 Miro, Ernest Leon, Queen Victoria st, Clock and Bronze Manufacturer. May 23 at 3 at Cannon st Hotel, Cannon st. Morris, Walbrook
 Morris, William, Worcester, Dispensing Chemist. May 12 at 13 at office of Goldingham, jun, Foregate st, Worcester
 Morse, Charles, Norwich, Clerk in Holy Orders. May 15 at 12 at office of Stanley, Bank Plain, Norwich
 Moulder, Elijah, Naunton, Gloucester, Farmer. May 15 at 11 at office of Clark, Regent st, Cheltenham
 Neighbour, Alfred Edmund, Medmenham, Bucks, Innkeeper. May 13 at 3 at the Red Lion Inn, Gt Marlow. Baking, Gt Marlow
 Newnan, Robert, Worcester, Grocer. May 23 at 13 at office of Corbett, Avenue House, the Cross, Worcester
 Normansell, Thomas, West Bromwich, Stafford, Contractor. May 13 at 11 at office of Stokes, Temple st, Birmingham
 Parry, Richard, Craig Llanfair, Anglesey, Farmer. May 18 at 1.30 at Glandwr Llangefni, Anglesey. Owen, Bangor
 Peacock, John Samuel, Worcester, Schoolmaster. May 19 at 12 at office of Corbett, Avenue House, the Cross, Worcester
 Picher, Douglas, Brighton, Wine Merchant. May 18 at 3 at 145, Cheapside. Goodman, North st, Brighton
 Pitt, William, Wolverhampton, Grocer. May 18 at 11.30 at offices of Whitehouse, Queen st, Wolverhampton
 Plint, Thomas Edward, Leeds, Stationer's Clerk. May 15 at 3 at offices of Saville, East parade, Leeds
 Preston, George Henry, Sheffield. May 17 at 2 at offices of Taylor, Norfolk row, Sheffield
 Protheroe, Francis Richard Henry, Bristol, Brick Manufacturer. May 11 at 11 at office of Nicholas, Corn st, Bristol
 Purchase, Edward, Bridge rd, Cowkeeper. May 18 at 2 at offices of Hamlin and Grammer, Staple inn, Holborn
 Rich, James Crocker, Russell st, Leather Seller. May 17 at 2 at offices of Marshall, Chancery lane
 Roberts, William, Sheffield, Grocer. May 15 at 3 at offices of Smith and Co, Meeting-house lane, Sheffield
 Rogers, John, White Lion st, Chelsea, Ironmonger. May 12 at 3 at Inns of Court Hotel, Holborn. Harrison, Pancras lane
 Russell, Thomas, Taunton, Somerset, Retired Tailor. May 22 at 11 at offices of Kite, East st, Taunton
 Sells, Michael Henry, Strand, Bag Manufacturer. May 22 at 3 at 111, Cheapside
 Reed and Co, Guildhall chambers, Basinghall st
 Shenon, James, Warton, Chester, Farmer. May 13 at 11 at offices of Green and Dixon, High st, Winsford
 Simpson, Charles, Chichester, Sussex, Fishmonger. May 19 at 12 at offices of Edmonds and Co, Cheapside. Janman, Chichester
 Simpson, John Tidd, Newland, York, Commission Agent. May 11 at 3 at offices of Gregson, Exchange bldgs, Bowdley lane, Kingston-upon-Hull. Thorp, Kingston-upon-Hull
 Smith, Jonathan, Tonbridge, Kent, Corn Dealer. May 19 at 12 at offices of Stanning, High st, Tonbridge
 Smith, Roger Bickerton, Wellington Stables Farm, Northumberland, Farmer. May 12 at 12 at offices of Rhagg, Grainger st, Newcastle-upon-Tyne
 Smith, William Wileys, Gandy st, Poplar, Furniture Dealer. May 18 at 12 at offices of Plunkett and Leader, St Paul's churchyard

Stacey, Robert, York rd, Islington, Tobacconist. May 15 at 3 at offices of Medcalfe, Union et, Old Broad st
 Stanton, James, Ash, Surrey, Builder. May 16 at 3 at Bush Hotel, Farnham. Hollett and Co, Farnham
 Steele, John, Tunstall, Stafford, Hairdresser. May 17 at 3 at offices of Salt and Alook, Market st, Tunstall
 Summers, Frederick, Durant st, Bethnal Green, Builder. May 17 at 3 at offices of Willis, Charles sq, Horton
 Tawson, Frederick William, Bungay, Suffolk, Auctioneer. May 15 at 2 at King's Head Hotel, Bungay. Bavin and Caynes, Norwich
 Thompson, Thomas, Morecambe, Lancaster. Boot Maker. May 15 at 2 at office of Johnson and Tilly, Sun st, Lancaster
 Trott, John, Inwardleigh, Devon, Shoemaker. May 15 at 3.30 at White Hart Hotel, Okehampton. Petherick, Exeter
 Wetherell, Mary Ann, Scarborough, Lodging House Keeper. May 13 at 12 at office of Watts and Kitching, Queen st, Scarborough
 Wickham, Henry, Liverpool, Linen Draper. May 16 at 3 at office of Lupton, Sweeting st, Liverpool
 Wilson, Geoffrey, and George Ralph Wilson, Halifax, Cabinet Makers. May 18 at 11 at Old Cock Hotel, Halifax. Emmet and Walker, Halifax
 Wilson, Thomas Temple, Scarborough, Market Clerk. May 12 at 3 at office of Watts and Kitching, Queen st, Scarborough
 Wood, William, Stourbridge, Provision Dealer. May 16 at 11 at offices of Collis, Union chhrs, Stourbridge
 Woodhouse, Albert, Rowley Regis, Stafford, Nail Manufacturer. May 16 at 11 at office of Wright, High st, Cradley Heath

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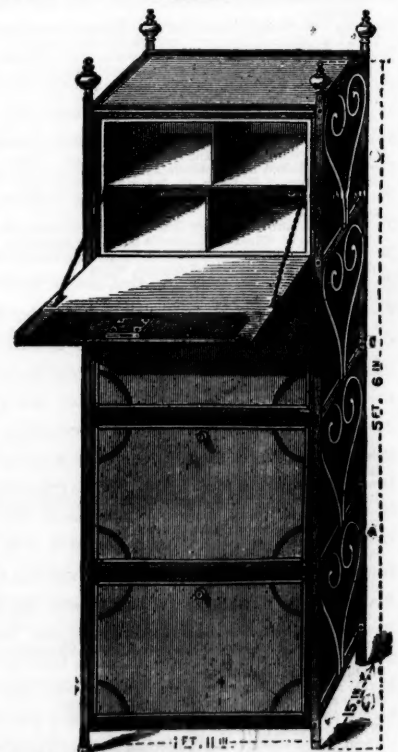
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